

**United States Department of Agriculture**



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# EWP EMERGENCY RECOVERY PLAN

Emergency Recovery Plan

South Dakota NRCS

*The Natural Resource Conservation Service (NRCS) provides EWP assistance to address threats to life and property due to sudden watershed impairment resulting from a natural disaster. These natural disasters may include wildfires, floods, earthquakes, severe weather, and drought.*

*This emergency recovery plan provides guidelines that address the recovery actions and inter-agency coordination that the South Dakota NRCS will follow when an emergency is declared and the EWP Program is initiated and/or implemented.*

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# South Dakota Recovery Plan

## PURPOSE

This document serves two purposes: (1) to briefly describe the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program and (2) to outline the Emergency Response Plan (ERP) for the State of South Dakota that will enhance communication, cooperation, and coordination with various agencies when dealing with natural disasters. The goal of this enhanced coordination will be the improved delivery of NRCS assistance to communities and individuals following a natural disaster along with future disasters.

The ERP describes how NRCS will work cooperatively with other local, State, Federal, and tribal entities involved in recovery work to increase efficiency and effectiveness in response to natural disasters. The ERP will be utilized as a primary reference material when a natural disaster occurs and an emergency is declared.

## INTRODUCTION

The EWP Program provides assistance to protect life and property in the event of a natural disaster. The United States Department of Agriculture (USDA) NRCS administers the EWP Program and has been authorized to provide financial and technical assistance to local authorities when an emergency is declared. An emergency exists when there is the sudden impairment to a watershed that poses an imminent threat to life and property as a result of a natural disaster. The EWP Program helps project sponsors and individuals implement emergency recovery measures to relieve imminent hazards when a natural disaster is declared.

Each NRCS state conservationist (STC) is required to develop and maintain a EWP Emergency Recovery Plan (ERP) that contains procedures for the implementation of emergency recovery measures should a disaster occur. The ERP contains information to assist the NRCS, the emergency action team, and sponsors to efficiently and effectively implement EWP measures in the event of a natural disaster.

### Objective

The objective of the EWP Program is to assist local sponsors, landowners, and operators in implementing emergency recovery measures for runoff retardation and erosion prevention to relieve imminent hazards to life and property created by a natural disaster that causes a sudden impairment of a watershed. The definition of sudden watershed impairment is when damage results from a single natural occurrence or a short-term combination of occurrences that degrade natural resource conditions and functions. For the watershed to be eligible for assistance, the imminent threat to life or property must exceed that which existed before the impairment. Watershed impairments resulting from long-term combinations or a series of natural or other occurrences are not considered sudden watershed impairments. Therefore, if the resource problem existed before the event, or it has been an ongoing problem, it would not be eligible.

The EWP Program technical and financial assistance may be made available upon the request of a qualified sponsor or landowner when a federal emergency is declared by the President, or when a local emergency is declared by the NRCS STC.



## Emergency Watershed Protection (EWP) Program

The NRCS and U.S. Forest Service (USFS) are responsible for administering the EWP Program. The USDA Secretary of Agriculture has delegated the administration of the EWP Program to the Chief of NRCS on state, Tribal, and private lands, and the Chief of the USFS on National Forest Systems lands, including any other lands that are administered under a formal agreement with the USFS.

The NRCS EWP Program assists local sponsors, landowners, and operators with emergency recovery measures to relieve imminent threats to life and property from sudden watershed impairments caused by a natural disaster. This program is for recovery work, not emergency response during a disaster. Typical natural disasters in South Dakota include blizzards, floods, tornadoes, wildfires, windstorms, and severe weather. The EWP Program can be used to restore watersheds to stable hydrologic function. Examples of EWP measures include: removing debris from clogged stream channels and bridges; reshaping and protecting eroded banks; and reseeding damaged areas. Proposed measures must be technically sound and economically, environmentally and socially defensible. EWP cannot be used for long-term flood control or general maintenance of natural resources. NRCS provides technical and financial assistance to communities ravaged by natural disasters.

The NRCS administers the program through the following statutory authorities:

- Public Law 81-516, Flood Control Act of 1950, Section 216, 33 U.S.C. Section 701b, as amended.
- Public Law 95-334, Agricultural Credit Act of 1978, Section 403, 16 U.S.C. Section 2203, as amended.
- Public Law 104-127, Federal Agricultural Improvement and Reform Act of 1996, Section 382, Title III, of the 1996 Farm Bill.

The NRCS STC administers the EWP Program in their respective states and has sole authority to declare watershed emergencies with regard to the EWP Program. A Presidential disaster declaration is not necessary for the NRCS to implement the EWP Program.

All applicable federal, state, local, and Tribal laws and regulations must be adhered to in carrying out EWP measures.

## Definitions

*Defensibility* means the extent to which an action is:

- 1) More beneficial than adverse in the extent and intensity of its environmental and economic effects;
- 2) In compliance with Federal, State, local and tribal laws;
- 3) Acceptable to affected individuals and communities;
- 4) Effective in restoring or protecting the natural resources;
- 5) Complete with all necessary components included; and
- 6) Efficient in achieving the desired outcome.

*Exigency* means those situations that demand immediate action (usually within a 10 day time frame) to avoid potential loss of life or property, including situations where a second event may occur shortly thereafter that could compound the impairment, cause new damages or the potential loss of life if action to remedy the situation is not taken immediately.

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*Floodplain easement* means a reserved interest easement, which is an interest in land, defined and delineated in a deed whereby the landowner conveys all rights and interest in the property to the grantee, but the landowner retains those rights, title, and interest in the property which are specifically reserved to the landowner in the easement deed.

*Imminent threat* means a substantial natural occurrence that could cause significant damage to property or threaten human life in the near future.

*Limited resource area* is defined as a county where:

- 1) Housing values are less than 75 percent of the State housing value average; and
- 2) Per capita income is 75 percent or less than the National per capita income; and
- 3) Unemployment is at least twice the U.S. average over the past 3 years based upon the annual unemployment figures.

NRCS will use the most recent National census information available when determining the above information.

*Natural occurrence* includes, but is not limited to, floods, fire, windstorms, ice storms, hurricanes, typhoons, tornadoes, earthquakes, volcanic actions, slides, and drought.

*Project sponsor* means a State government or a State agency or a legal subdivision thereof, local unit of government, or any Native American tribe or tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b), with legal interest in or responsibility for the values threatened by a watershed emergency; is capable of obtaining the necessary land rights; and is capable of carrying out any operation and maintenance responsibilities that may be required.

*Watershed emergency* means adverse impacts to resources exist when a natural occurrence causes a sudden impairment of a watershed and creates an imminent threat to life or property.

*Watershed impairment* means the situation that exists when the ability of a watershed to carry out its natural functions is reduced to the point where an imminent threat to health, life, or property is created. This impairment can also include sediment and debris deposition in floodplains and upland portions of the watershed.

### Types of Emergencies

There are two categories of emergencies within the EWP Program. “**EXIGENCY**” and “**NON-EXIGENCIES**” (also called, “Emergency”).

**Exigency:** As previously defined, *exigency* means those situations that demand immediate action (usually within a 10 day time frame) to avoid potential loss of life or property, including situations where a second event may occur shortly thereafter that could compound the impairment, cause new damages or the potential loss of life if action to remedy the situation is not taken immediately. The term “property” pertains to significant infrastructure such as dwellings, buildings, utilities, bridges, and roads. The NRCS has ten (10) days to complete the work once there is access to the site.

**Non-exigencies:** A watershed emergency or *non-exigency* exists when a natural occurrence causes a sudden impairment of a watershed and creates an imminent threat to health, life, or property and must significantly

## EWP EMERGENCY RECOVERY PLAN

exceed that which existed prior to the impairment. A non-exigency situation continues to exist as long as the probability of damage remains high enough to be considered an emergency.

See the flow charts in Appendix F for additional information.

### Program Criteria

The EWP Program is available to a local area whenever a natural disaster occurs creating a sudden watershed impairment that causes an imminent threat to health, life or property. All applicable Federal, State, local and tribal laws and regulations must be followed when implementing EWP measures.

The NRCS may be involved in two different types of emergencies:

- 1) Presidential Declared Disaster (Robert T. Stafford Disaster Relief and Emergency Act, Public Law 93.288); or
- 2) Local Disaster

The President can declare an area a “major disaster area”. When this occurs, the Federal Emergency Management Agency (FEMA) is responsible for coordinating all the disaster activities. EWP assistance may be provided if the NRCS STC determines the program is applicable. FEMA will not direct or coordinate NRCS work unless conflicts arise from adjacent sites or multiple agencies and projects are involved on one site.

The Governor may also declare an area a “disaster area”. In this case, EWP assistance may be provided in coordination with the South Dakota Emergency Management Agency (SDEMA).

In the absence of a Presidential or Governor declared disaster, and when local conditions warrant, the NRCS STC may declare a “local” emergency and provide assistance to requesting sponsors under the EWP program.

Funding for EWP is not a budgeted line item. Funding for this program is in the form of supplemental appropriations from Congress on an as needed and as available basis. Therefore, funding to carry out this program is never guaranteed to be available.

### Time Limits

Funds must be obligated by the State Conservationist (STC) and construction completed within 220 calendar days after the funds are committed to the STC, except for exigency situations in which case the construction must be completed within 10 days after the date the funds are committed.

### Eligible Activities

To be eligible for EWP Program assistance, **ALL** of the following questions must be answered positively.

- Has there been an unusual natural occurrence event that has caused a sudden impairment in the watershed?
- Has the impairment caused an imminent threat to health, life or property?
- Will the imminent threat of health, life or property be removed with the action taken?
- Does the threat to life or property significantly exceed that which existed before the impairment?
- Is the project free of environmental and cultural resource barriers and is economically feasible and defensible?

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- Is the eligible sponsor willing to contribute up to 25 percent of the costs toward the project, obtain permits, assume the operation and maintenance, and acquire the necessary easements? (Note: a sponsor is not needed to participate in the floodplain easement program.)
- The damaged area is **NOT** part of a pre-existing or ongoing problem?

### Ineligible Activities

The EWP funds cannot be used for the following:

- Provide recovery assistance to a site more than twice in any 10-year period. The purchase of floodplain easements, where applicable, is the only EWP Program option remaining if damage occurs a third time in a 10-year period following the original recovery work;
- Perform O&M, or solve watershed problems that existed before the disaster;
- Repair, rebuild, or maintain public or private transportation facilities;
- Correct damage to transportation facilities eligible for assistance under the Emergency Relief Program administered by the Federal Highway Administration (FHWA) of the Department of Transportation;
- Perform work on land and works of improvements owned by and/or managed by other federal departments and agencies. (The only exception is national forestlands and national grazing lands.);
- Work on levee projects on streams with a drainage area greater than 400 square miles unless there is a prior agreement established with the U.S. Army Corps of Engineers (USACE);
- Increase pre-0disaster capacity of a channel by constructing a new channel, enlarging the old channel, or relocating the stream. Sediment and debris removal is not considered new construction;
- Repair erosion damage to beaches, dunes, and shorelines damaged by erosion as a result of wave action.
- Landscape for aesthetic purposes;
- Remove sediment or debris from reservoirs or debris basins. (This is considered O&M, regardless of ownership.);
- Rebuilding or protecting when there is not anything left to protect; or
- Drilling wells, constructing pipelines, installing irrigation equipment, or purchasing portable equipment to address drought.

### Cost-Share

Federal funds can provide up to 75 percent of the construction costs of emergency measures. There are certain communities in the state that have depressed economies that the NRCS refers to as a “limited resource area (LRA).” The LRA is determined on the basis of a geographic area, not by individual landowner limited resource certification. To assist these communities in coping with disaster events, the federal government will pay for up to 90 percent of the costs needed to complete the project.

### In-Kind Contributions

All methods of contracting may offer certain opportunities for in-kind contribution. In general, in-kind contributions can include labor and equipment for any work that would normally be contracted for or something NRCS would be required to do in administration of the contracting process. In-kind labor is covered in 7 CFR 3016 and 3015. Cost-share for EWP Program measures is divided into two activities for cost-share:

- Construction services and
- Technical services

## EWP EMERGENCY RECOVERY PLAN

Construction services are those items related to actual physical repair of the damaged site and include such items as mobilization/demobilization, materials, earth work, and vegetation. The federal share is 75 percent and the sponsor share is 25 percent or 90 percent federal and 10 percent sponsor if the community is determined and approved as a limited resource area.

Depending on the contracting method used by the sponsors, the sponsors may elect to perform some of the construction services with their own labor, materials, and equipment. In general, this “in-kind” construction work may be used toward their share of the project construction services cost. The NRCS and the sponsor must agree on the amount, method, etc., of “in-kind” construction services prior to commencement of the works of improvement.

Technical services are items such as surveys, design, geotechnical services, contracting, contract administration, and construction inspection. Under locally led contracts, NRCS will reimburse the sponsor for “in-kind” technical services costs subject to an agreed-to-amount.

Legal information associated with land rights, legal opinions, and administrative fees for the administration of locally-led contracting activities does not qualify as in-kind contributions. Exhibit 3 has an example of an in-kind calculation worksheet.

### Emergency Recovery Plan

Each NRCS STC is required to develop and maintain a EWP ERP that contains procedures for the implementation of emergency recovery measures should a disaster occur. The ERP contains information to assist the NRCS, the emergency action team, and sponsors to efficiently and effectively implement EWP measures in the event of a natural disaster. The STC will review and update the ERP every other year or sooner, if appropriate. The STC solicits input for ERP development from the following agencies:

Federal Emergency Management Agency

Environmental Protection Agency

United States Forest Service

USDA Farm Service Agency

USDA Rural Development

U.S. Army Corps of Engineers

U.S. Fish and Wildlife Service

U.S. Bureau of Land Management

U.S. Bureau of Reclamation

U.S. Bureau of Indian Affairs

U.S. Geological Survey

SD Department of Emergency Management

## **EWP EMERGENCY RECOVERY PLAN**

**SD Department of Environment and Natural Resources**

**SD Department of Agriculture, Resource Conservation and Forestry**

**SD Department of Transportation**

**SD Association of Conservation Districts**

**SD Department of Game, Fish and Parks**

**SD State Historic Preservation Officer**

**Tribal Historic Preservation Officers**

**Tribal Governments**

The SD NRCS has prepared this ERP to enhance communication, cooperation, and coordination with participating agencies when dealing with natural disasters. Various state and federal agencies have been asked to participate as a member of the State Emergency Response Team (SERT) to help support EWP Program activities. Please refer to Appendix A for individual names, titles, and telephone numbers. Please refer to Appendix B for roles and responsibilities of the individual agencies and groups listed above. This team will be contacted every other year to review and update this plan and identify new representatives on the team. An updated ERP will be redistributed to all agencies and groups involved with emergency recovery.

## **Agency Contacts for Emergency Watershed Assistance**

**See Appendix G.**



## AGENCY ROLES AND RESPONSIBILITIES

### Federal Agencies

#### **Federal Emergency Management Agency (FEMA)**

The mission of the Federal Emergency Management Agency (FEMA) is to reduce the loss of life and property and protect our nation's critical infrastructure from all types of hazards through a comprehensive, risk-based, emergency management program of mitigation, preparedness, response, and recovery. For presidentially declared disasters, FEMA coordinates federal agency activities.

FEMA also provides assistance to states, communities, and individuals for floodplain management, emergency preparedness, disaster assistance, training, and administering the national flood insurance program.

For "Presidentially declared" disasters, FEMA coordinates the federal government activities and is the lead federal agency. The NRCS EWP Program Manager will coordinate NRCS recovery efforts with the appropriate FEMA official. However, FEMA will not coordinate NRCS work unless conflicts arise from adjacent sites. If FEMA transfers this responsibility to Federal Regional Council or other authorized agency response efforts, NRCS will be responsive to that council or organization.

#### **Environmental Protection Agency (EPA)**

The purposes of the National Environmental Policy Act (NEPA) are: To declare a national policy that will encourage productive and enjoyable harmony between man and his environment; to promote efforts which will prevent or eliminate damage to the environment and biosphere and stimulate the health and welfare of man; to enrich the understanding of the ecological systems and natural resources important to the Nation; and to establish a Council on Environmental Quality.

In general, NEPA requires federal agencies to make a series of evaluations and decisions that anticipate adverse effects to environmental resources. This must be done whenever a federal agency proposes an action, grants a permit, or agrees to fund or otherwise authorize any other entity to undertake an action that could possibly affect environmental resources.

Applicants wanting to perform work involving discharges of dredged or fill material into waters of the U.S. must apply for a Section 404 permit from the Army Corps of Engineers. Section 401 of the Clean Water Act requires applicants for the 404 permit to also obtain 401 Certification from the appropriate certifying agency. The Environmental Protection Agency is the certifying agency for activities that take place within National Parks and on federally recognized tribal lands.

#### **Forest Service (USFS)**

The U.S. Forest Service (FS) is responsible for administering the EWP Program within National Forests. As mutually agreed, NRCS can perform emergency work on FS lands. The FS Burned Area Emergency Response (BAER) program is designed to address emergency situations following wildfires. BAER objectives include determining if emergency resource or human health and safety conditions exist, alleviating emergency conditions to help stabilize soil, control water, sediment and debris movement, preventing impairment of ecosystems, protecting cultural resources, and mitigating significant threats to health, safety, life, property and downstream values at risk.

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Burned-area emergency assessments are rapid evaluations conducted to determine if critical values are at risk to imminent post-fire runoff and to develop appropriate emergency actions to manage unacceptable risks. Approved emergency treatments are intended to reduce the risks to life, property, cultural and natural resources. Approved emergency treatments should be implemented before the first damage producing storm and must be fully implemented within one year following fire containment.

The NRCS EWP Program Manager will coordinate site evaluations, review/approve DSRs, and request funding for approved sites. The funding will be executed at the National Office Level.

### **Farm Services Agency (FSA)**

FSA administers the USDA Crop Commodity Programs, the Conservation Reserve Program, the Emergency Conservation Program (ECP), and other farm programs.

The EWP Program Manager will coordinate NRCS recovery efforts with FSA. NRCS coordination will ensure that the EWP program recovery efforts, particularly on upland sites and in cropland, do not compete with or diminish the ECP program or any other programs administered by FSA.

### **Rural Development (RD)**

The mission of the USDA Rural Development is to be committed to helping improve the economy and quality of life in rural America. RD offers loans, grants and loan guarantees to support essential services such as housing, economic development, health care, first responder services and equipment, and water, electric and communications infrastructure.

### **Army Corps of Engineers (USACOE)**

The mission of the Army Corps of Engineers (Corps) Emergency Management Division is provide engineering services to respond to national and natural disasters to minimize damages and help in recovery efforts. Public Law 84-99 enables the Corps to assist state and local authorities in flood fight activities and cost share in the repair of flood protection structures. Public Law 93-288 authorizes the Federal Emergency Management Agency to task the Corps with disaster recovery missions under the Federal Response Framework. The Corps Regulatory Division administers Section 404 of the Clean Water Act (CWA).

When EWP recovery efforts require working in “waters of the U.S.,” the NRCS Environmental Specialist will coordinate all recovery work and any needed mitigation with the USACOE. The project sponsor will obtain all necessary permits prior to commencement of “Urgent and Compelling” and “Emergency” EWP actions.

### **Fish and Wildlife Service (USFWS)**

The U.S. Fish and Wildlife Service’s mission is working with others, to conserve, protect and enhances fish, wildlife, and plants and their habitats for the continuing benefit of the American people. Like the National Marine Fisheries Service, the U.S. Fish and Wildlife Service also have responsibilities for managing threatened and endangered species. USFWS can provide information on the location of various endangered species and ways to reduce the impact when working within or adjacent to their habitat.



The NRCS Environmental Specialist will coordinate all work with the USFWS to comply with the Endangered Species Act and other pertinent laws and Executive Orders.

#### **Bureau of Land Management (BLM)**

It is the mission of the Bureau of Land Management to sustain the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations. The BLM undertakes extensive land use planning through a collaborative approach with local, state and tribal governments, the public, and stakeholder groups. The result is a set of land use plans – called Resource Management Plans – that provide the framework to guide decisions for every action and approved use on the National System of Public Lands.

#### **Bureau of Reclamation (BOR)**

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public. Through leadership, use of technical expertise, efficient operations, responsive customer service and the creativity of people, Reclamation will seek to protect local economies and preserve natural resources and ecosystems through the effective use of water.

#### **Bureau of Indian Affairs (BIA)**

The Bureau of Indian Affairs (BIA) mission is to enhance the quality of life, to promote economic opportunity, and to carry out the responsibility to protect and improve the trust assets of American Indians, Indian tribes and Alaska Natives. BIA BAER Teams are also utilized for fire emergencies on lands managed by agencies of the Department of Interior.

#### **U.S. Geological Survey (USGS)**

The USGS is a science organization that provides impartial information on the health of our ecosystems and environment, the natural hazards that threaten us, the natural resources we rely on, the impacts of climate and land-use change, and the core science systems that help us provide timely, relevant, and useable information. The USGS serves the Nation by providing reliable scientific information to describe and understand the Earth; minimize loss of life and property from natural disasters; manage water, biological, energy, and mineral resources; and enhance and protect our quality of life.

### **State Agencies**

#### **South Dakota Department of Emergency Management (SD DEM)**

The purpose of the DEM is to protect South Dakotans and their property from the effects of natural, man-made, and technological disasters. To fulfill their charge, they recognize the four phases of emergency management: Preparedness, Response, Recovery and Mitigation.

#### **South Dakota Department of Environment and Natural Resources (SD DENR)**

The mission of DENR is to protect public health and the environment by providing environmental monitoring and natural resource assessment, technical and financial assistance for environmental projects, and environmental regulatory services; all done with reduced red tape, expanded e-government functions, and exceptional customer service to promote a prosperous economy while protecting South Dakota's environment and natural resources for today and tomorrow.

## **South Dakota Department of Agriculture, Resource Conservation and Forestry (SD Dept. of Ag)**

The SD Department of Ag is made up of several divisions, including:

### **Agricultural Development**

The Division of Agricultural Development assists with the development and promotion of agriculture and agricultural products in the state of South Dakota.

### **Conservation and Forestry**

The Division of Resource Conservation & Forestry and the State Conservation Commission are charged with assisting the state's 69 conservation districts in carrying out their programs. This assistance takes the form of coordinating programs and activities among districts, providing necessary information, providing funding through grants and loans, assisting with proper accounting and financial reporting procedures, and providing technical assistance when available.

### **Wildland Fire**

The mission of the South Dakota Wildland Fire Division is to provide protection for resources and the public that we serve from wildland fire.

## **South Dakota Department of Transportation (SDDOT)**

The mission of the SDDOT is to efficiently provide a safe and effective public transportation system.

## **SD Association of Conservation Districts (SDACD)**

The mission of SDACD is to lead, represent and assist conservation districts in promoting a healthy environment.

## **SD Department of Game, Fish and Parks (SD GFP)**

The purpose of the South Dakota Game, Fish and Parks is to perpetuate, conserve, manage, protect, and enhance South Dakota's wildlife resources, parks, and outdoor recreational opportunities for the use, benefit, and enjoyment of the people of this state and its visitors, and to give the highest priority to the welfare of this state's wildlife and parks, and their environment, in planning and decisions.

## **SD State Historic Preservation Officer (SHPO)**

The State Historic Preservation Office (SHPO) manages the National Register of Historic Places program of the National Park Service in South Dakota. The program surveys, inventories, and registers historical properties; monitors state, federal, and local government activities which affect cultural and historic resources; provides advice on preservation methods; promotes public education on historical properties; and supports municipal and county historic preservation commissions to advance the state's economic, social, and educational objectives.

The NRCS, as the EWP lead agency, recognizes that cultural resources are an integral part of our national heritage and recognizes its responsibilities for historic preservation. NRCS will protect cultural resources in their original location to the fullest extent practical by avoiding adverse impacts.

NRCS, working with our cultural resources specialist, will query the data bases for all known cultural resources using databases of the National Register of Historic Places (NRHP) and the Idaho SHPO for

## **EWP EMERGENCY RECOVERY PLAN**

all EWP sites. Also, local tribal entities will be advised of potential restoration activities and their location. If cultural resources are located within the project vicinity, a cultural resource specialist will be contacted to conduct a site investigation.

### **Tribal Governments**

On tribal lands, EWP Program implementation is coordinated through the appropriate tribal emergency management and/or natural resources departments.

#### **Tribal Historic Preservation Officer (THPO)**

The THPO manages the National Register of Historic Places program of the National Park Service in their respective tribe. The program surveys, inventories, and registers historical properties; monitors state, federal, and local government activities which affect cultural and historic resources; provides advice on preservation methods; promotes public education on historical properties; and supports municipal and county historic preservation commissions to advance the state's economic, social, and educational objectives.

### **Local Coordination**

Multi-level coordination is necessary for the EWP recovery to be completed within the time frame required by the program guidelines. The NRCS EWP Program Manager, the District Conservationist, and the DSR Team Leader will all work closely with the sponsor to fund, plan, prioritize, and complete the EWP recovery. The local Soil and Water Conservation District will also be highly involved in many aspects of the recovery effort at the local level.

## SPONSORS

To implement the EWP Program, the NRCS always works through local sponsors on a voluntary basis. A project sponsor must represent interested persons, other than federal agencies. A sponsor must be:

- A legal subdivision of a state government or a state itself, a local unit of government, or other government entity, such as a conservation district (CD), city, or Indian tribe;
- Have a legal authority and agree to use such authority to obtain needed real property rights, water rights, and permits; and
- Agree to provide for the operation and maintenance (O&M) of completed emergency measures.

The only exception is the acquisition of floodplain easements, in which case, an individual landowner may request assistance. Some of the more common eligible EWP project sponsors are state agencies, Indian tribes, county commissioners, water resource districts, CDs, and township boards.

### Typical Sponsors

#### Local

- Soil and Water Conservation Districts
- County Commissions
- City Governments
- Homeowners Associations
- County Road Departments
- Township Commissions
- Irrigation Districts
- Watershed Districts

#### State

- South Dakota Department of Environment and Natural Resources (SDDENR)
- South Dakota Department of Transportation (SDDOT)
- South Dakota Game Fish and Parks (SDGFP)

#### Tribal

- Cheyenne River Sioux Tribe
- Crow Creek Sioux Tribe
- Flandreau Santee Sioux Tribe
- Lower Brule Sioux Tribe
- Oglala Sioux Tribe
- Rosebud Sioux Tribe
- Sisseton-Wahpeton Oyate
- Standing Rock Sioux Tribe
- Yankton Sioux Tribe

### General Sponsor Responsibilities

- Submit an initial written request to the STC requesting NRCS assistance, with appropriate documentation, within 60 days after the event. (See Exhibit 1 for a sample letter.)

## EWP EMERGENCY RECOVERY PLAN

- Assign an administrative and technical contact to address necessary correspondence and provide information to the NRCS Local Contact.
- Accept requests for assistance from landowners.
- Acquire all necessary permits (Federal, State, local and tribal) prior to construction.
- Ensure utilities are located (South Dakota One-Call), arranging for any necessary relocation of utilities, and appropriate easements have been acquired before construction begins.
- Enter into a written agreement with NRCS outlining responsibilities and obligations. **IMPORTANT:** EWP funds **may not** be used to reimburse sponsors for work carried out prior to the signing of a Project Agreement by the sponsors and NRCS. (Exhibit 2)
- Agree to provide for and enter into an Operation and Maintenance Agreement with NRCS for completed structural measures. Operation and maintenance may not be delegated to the private landowner. NRCS will supply the sponsor with an Operation and Maintenance Plan.
- Provide the required local cost-share of installation costs. Cost-share can be monetary, in-kind goods and services, or a combination of the two.
- Establish priorities for work.
- Publicize the availability of the EWP Program.
- Participate on the Damage Survey Report (DSR) team as needed.
- Set priorities for order of site visits to be completed with the DSR team(s). The sponsors may appeal technical determinations made by the DSR team(s). Sponsors assist NRCS in setting the priorities of work to be completed.
- Accepts the completed work for projects installed using locally awarded contraction procedures as appropriate.
- Conduct outreach to underserved populations.

### Land Rights Acquisition Responsibilities

- Sponsors must obtain the real property rights from affected landowners for all EWP repair or restoration work to be performed on their property, including the use of eminent domain or other court action, if necessary;
- Property rights must be obtained for the life of the project measures and/or in accordance with the operation and maintenance plan;
- Sponsors must provide NRCS with property rights assurances using form
- Obtaining the necessary real property rights, including any rights needed for the relocation of fences, bridges, etc.
- Obtaining a signed form NRCS-ADA-78, Assurances Relating to Real Property Acquisition, and a signed attorney's opinion, as appropriate, prior to the signing of the project agreement.

## EMERGENCY RECOVERY PROCESS

### Purpose

EWP assistance officially begins with a written request from a local sponsor to the State Conservationist. The NRCS Emergency Response Plan for the state of South Dakota has been developed to enhance the coordination, cooperation and communication among participating governmental agencies prior to and during natural disasters.

A Project Agreement must be signed and Land Rights must be certified before measures are implemented.

### Definitions

The following items are used throughout this Emergency Response Plan:

*Exigency* means those situations that demand immediate action (usually within a 10 day time frame) to avoid potential loss of life or property, including situations where a second event may occur shortly thereafter that could compound the impairment, cause new damages or the potential loss of life if action to remedy the situation is not taken immediately.

*Project Sponsor* or *Sponsor* is a qualifying local unit or subdivision of state government, city, county, tribe, or conservation district.

*Field Coordinator* is responsible for the management of EWP fieldwork. This person will coordinate and schedule EWP field staff for DSR assessments, contracting, construction, and inspection.

*Local Contact* is generally the NRCS District Conservationist (DC) (or acting) for the affected area. However, in areas without an assigned DC, other NRCS staff may fill the role of the local contact.

*EWP Program Manager (PM)* is responsible for leadership and oversight of the NRCS EWP program in South Dakota.

*State Conservationist (STC)* is responsible for all NRCS activities and programs in South Dakota.

*Damage Survey Report (DSR)* documents damages; proposed work; economic, social and environmental defensibility; sketches of the site; standard drawings; maps; photos; GPS data; and other information as needed. Every site will have a DSR completed. The DSR serves as the NRCS documentation that the site has been evaluated.

*DSR Team* is an NRCS interdisciplinary team that performs site assessments and completes the DSR. Typically, the team will consist of an engineer, a biologist, and a resource conservationist. The DSR team may include non-NRCS members such as sponsor representatives and technical personnel from other agencies.

### Emergency Procedures

Following are general procedures that NRCS and potential sponsors will follow in the event of a natural disaster and watershed impairment. A more specific outline for NRCS procedures and employee responsibilities is located in Appendix D.

### **Watershed Impairment Occurrence**

When sudden watershed impairment occurs, the local contact becomes the facilitator for EWP Program activities, working with sponsors, landowners and government entities. The local contact will immediately notify the field coordinator and EWP program manager and begin the process of contacting the local emergency management agency and other agencies to identify the magnitude and location of the damages.

### **Preliminary Assessment**

Once the local contact has identified the damage locations they will conduct a site visit. The local contact will review the extent of the damaged areas and make a preliminary determination on the potential for EWP work. The field coordinator and EWP program manager should be contacted for guidance on questionable sites. The local contact will start developing an information file for the potential projects.

### **Identify Sponsorship Interest**

Ideally, potential sponsors should be identified by the local contact prior to disaster events to determine local interest. At the time of an event, potential sponsors are again contacted to explore the possibility and interest in partnering to address the emergency situation.

### **Request for Financial and Technical Assistance**

Once a potential sponsor is identified, the sponsor submits a request for NRCS technical and financial assistance. The request is submitted to the NRCS STC. (Exhibit 1 – Sample Letter for Request for Assistance)

### **Eligibility Assessment**

Once the damage sites have been screened by the local contact, they will notify the field team leader of potential EWP eligible sites. The field team leader will notify the program manager and assign staff establishing a NRCS interdisciplinary team.

The interdisciplinary team and program manager visit the potential EWP sites, complete a DSR, determine project eligibility, develop a cost estimate, and recommend an environmentally, socially, and economically suitable solution for eliminating the imminent threat. A DSR will be completed for each site evaluated, even if it is determined to be ineligible.

At this point, sufficient information should be available to decide (1) what measures are needed to remove the imminent threat and (2) whether the potential sponsor can make a commitment to the project? If either of these determinations results in a negative response, the process stops.

After the DSRs are complete, the Local Contact will inform the sponsors of the findings. The sponsors will use this information to set priorities for the work to be done. If the sponsor agrees to continue with the project, they inform the permitting agencies about the project. The sponsors will then obtain the permits and land rights that are required before they can enter into a Project Agreement with NRCS. The NRCS completes the Section 7 consultation responsibilities required to address Endangered Species Act (ESA) issues and initiates the emergency procedures outlined in the State Level Agreement with the State Historic Preservation Officer to protect any historically or culturally important areas.



### **Project Design**

After determining site eligibility, the DSR team will determine the work necessary to remove the threat. Standard design drawings will be used by the DSR team, where practicable. The State Conservation Engineer and the Field Coordinator begin the process of assigning survey and DSR team and appointing a government representative and site inspectors. The DSR team works with the project sponsor preparing a design that can be submitted with the permit applications.

### **Permitting**

The EWP sponsor is responsible for obtaining all necessary permits to complete the project. NRCS will assist the sponsor by providing the information needed in the permitting process. Each DSR will include all of the known environmental, cultural, and social effects of the proposed work in order to expedite the review by the permitting agencies. State and counties may also require additional permits for activities such as grading, burning, and erosion and sediment (E&S) control. NRCS will not knowingly start any EWP measure before all required permits are obtained by the project sponsor. It is the desire of the NRCS to involve all of the permitting agencies (federal, state, local, Tribal) in the review of the projects for input on what types of measures should be considered for removing the imminent threat.

### **Project Agreement**

The Project Agreement can be initiated after eligibility is determined but cannot be finalized until all the needed permits have been obtained. The NRCS Contracting Officer will initiate the Project Agreement. The Project Agreement specifies the scope of work to be performed, project costs, in-kind contributions, and terms for accepting the completed project. A sample Project Agreement is contained in Exhibit 2.

### **Contracting Process (Federal Contract)**

The local contact will prepare a list of potential contractors while the NRCS Contracting Officer (CO) is finalizing the project agreement. Once the list of potential contractors is prepared and the project agreement, O&M agreement, and Assurances Relating to Real Property Acquisition Form (Exhibit 5) are signed, the NRCS CO, with the assistance of the local contact, will prepare the bid package in accordance with applicable contracting rules. As part of the bid process, the CO, project engineer, project inspector, and project sponsors conduct a site showing for potential contractors.

The CO conducts the bid opening, checks contractor references, and awards the contract.

### **Construction Inspection**

Project work begins once the contract has been awarded. An assigned project inspector and NRCS government representative will monitor the project work. The inspection process ensures the project is being conducted consistent with the project design and to the contract specifications.

### **Project Completion and Acceptance**

Once the contractor has completed the project, the project sponsor, government representative, and contracting office review the project to ensure all the necessary work is complete and according to the requirements specified in the project agreement. If the project work is deemed complete, the project is accepted and as-built drawings are completed.



## EWP EMERGENCY RECOVERY PLAN

Once the project is accepted, the budget officer will issue a payment to the contractor and send an invoice to the sponsor for reimbursement of the sponsor's share of project costs.

### **Project Evaluation**

Following the project completion the EWP program manager, field coordinator, and involved staff will evaluate the response to the emergency and processes used to implement the program. Input from all partners, including sponsors, agencies, citizens' groups and congressional delegations, will be solicited. Evaluation of the current program and suggested changes to improve the program effectiveness, delivery, administration, and environmental effects will be reviewed. Necessary changes shall be incorporated to improve the process to address future disasters.

### **Project Follow-up**

Periodically, the local contact will meet at the project site with the sponsor to evaluate how the project is functioning and to determine O&M needs.

### **Communication Plan**

A communication plan will be developed and will be implemented throughout the EWP recovery effort. The purpose of the plan is to inform the targeted audiences of the extent of damages, status of the recovery, and provide general information concerning the EWP recovery program.

## TYPICAL RECOVERY MEASURES

To be eligible for EWP assistance, a measure must reduce threats to life or property, retard runoff to prevent flooding and/or soil erosion, restore hydraulic capacity, or remove debris deposited by the disaster that might pose a health or safety hazard.

Measures must be defensible: economically, socially, environmentally, technically, and yield beneficial effects to more than one individual (except in an urgent and compelling situation where single beneficiaries are permitted). Measures are limited to what is necessary to reduce identified threats to a level not to exceed that which existed prior to the watershed impairment. All measures must conform to rules and regulations published by the NRCS for complying with Executive Orders 11990 (Protection of Wetlands) and 11988 (Flood Plain Management).

Engineering designs for EWP measures will be prepared by personnel with the appropriate approval authority and under the supervision of the Area Engineer and the State Conservation Engineer (SCE). All work will be in accordance with NRCS Standards and Specifications. Technical references such as “The Practical Streambank Bioengineering Guide”; Engineering, Agronomy, Biology and Plant Material Technical Notes, and Habitat Management Guides are found in the Field Office Technical Guide (FOTG) and will be used when preparing EWP measure designs.

Some of the more common measures are, but not limited to, the following:

- Critical area treatment
- Debris and sediment removal
- Erosion control
- Floodplain easements
- Streambank stabilization

### Flood Measures

NRCS uses various practices to stabilize watersheds after a watershed impairment occurrence. These measures focus on the resource issues that present an imminent threat to life and property (Note: the detailed descriptions of these commonly used practices are available on the NRCS South Dakota website). The types of repair and protection practices NRCS-South Dakota uses to restore watersheds include practices that:

- **Restore Stream Channel Capacity** - Restoring stream channel (hydraulic) capacity in general requires removing and disposing of accumulated debris composed of woody material, sediments, or larger mineral material such as cobbles or boulders. NRCS will not remove hazardous material, such as fuel storage tanks; State agencies are responsible for this.
  - **Clearing and Snagging** - This involves removing snags, drifts, or other obstructions from a channel in order to increase the flow capacity of the channel. Special attention shall be given to restoring, maintaining, or improving landscape resources and habitat for fish and wildlife.
- **Streambank Stabilization** - This practice is used to stabilize or protect banks of streams or excavated channels for one or more of the following purposes: to prevent the loss of land or damage to utilities, homes, buildings, roads or other facilities adjacent to the banks; to maintain the capacity of a channel; and/or to reduce sediment loads causing downstream damages and pollution. Normally the

banks are sloped back and stabilized with soil bioengineering techniques and/or rock riprap depending on the site characteristics, stream velocities, stream configuration, etc. The top of the bank is normally seeded to grass and planted to shrubs and trees. The NRCS Engineering Field Handbook (EFH) details many of these methods. Streambanks may be protected indirectly by modifying stream flow away from damaged bank.

- **Soil Bioengineering** – Soil bioengineering incorporates living plant materials as structural components of an engineered project. Adapted types of woody vegetation (shrubs and trees) are initially installed in specified configurations that offer immediate soil protection and reinforcement. Environmental benefits derived from woody vegetation include diverse and productive riparian habitat, shade, organic additions to the stream, cover for fish, and improvements in aesthetic value and water quality. For stream banks, living systems include brush mattresses, live stakes, joint plantings, vegetated geo-grids and branch packing.
- **Vanes** – Vanes are grade control structures composed of rock, logs or root wads, or a combination of the three. The structures are designed to reduce bank erosion by reducing near- bank slope, velocity gradient, stream power and shear stress. The upstream oriented vanes concentrate stream flows in the center of the channel.
- **Bank Shaping and Vegetation Establishment** – This measure involves excavating and filling the raw, eroded stream bank to a side slope which is suitable for the site and establishing appropriate plant materials to stabilize the side slopes.
- **Jacks/Jack fields** – This involves the installation of individual structures made of wood, concrete or steel poles crossed and wired together at the ends and midpoints. They are anchored in rows, parallel to an eroding streambank.
- **Log, Rootwad and Boulder Revetment** – A structure of logs, root wads and anchoring boulders arranged and constructed in a manner to provide direct protection from continued stream bank erosion.
- **Rock Riprap** - This is a blanket of graded rock placed on a shaped streambank surface, which provides structural slope protection so that erosion can be slowed or stopped. A non-woven geotextile is often installed under the rip rap as another layer of erosion protection and will allow for the eventual recovery of natural vegetation.
- **Rock Gabions** – A gabion is a rectangular basket made of heavily galvanized wire mesh filled with small to medium size rock (4” to 6”) and laced together and installed at the base of a bank to form a structural toe or sidewall. Vegetation may/or may not be incorporated by placing live branches or seed between each layer of rock filled baskets.
- **Repair or Remove Damaged Dams, Dikes, and Levees** – Damaged water control structures that include dams, dikes, and levees either require repair practices or may need to be removed if repair is neither feasible nor cost-effective.
- **Protect Structures Located in Floodplains** – Floodplain diversions will divert flow away from valued or sensitive structures such as water and wastewater treatment plants. Sediment or debris basins trap materials up-gradient before they can reach such structures.
  - **Dikes** – These are embankments constructed of earth or other suitable materials to protect land against overflow or to regulate water.
  - **Stream Barbs** – These are low rock sills which project out from a streambank and across the stream thalweg to redirect streamflow away from an eroding bank. Flow passing over the

- barb is redirected so that the flow leaving the barb is perpendicular to the barb centerline. Stream barbs are always orientated upstream.
- **Non-Structural Measures** – These include measures that mitigate flood damages, prevent flood damages, or protect individual properties. Mitigation measures include the purchase of flood insurance in areas that have been designated high risk. Flood prevention measures are designed to ensure that future development does not increase flood damage. They may include: planning and zoning; open space preservation; floodplain development regulations; building codes and standards; and floodplain ordinances. Flood protection measures are used to modify individual buildings subject to flood damage. They may include: relocation; acquisition; building elevation; flood proofing; and flood barriers.
  - **Restore Damaged Upland Resource areas of the watersheds** – Critical area treatment of upland portions of watersheds reduces the potential for extreme soil loss and sedimentation, mudslides, and damage to roads and structures through accelerated runoff from unprotected slopes. Critical area treatments include planting or seeding, installing upland diversions, drains and conveyances, and building sediment and debris basins.
    - **Critical Area Planting** – Planting vegetation such as trees, shrubs, vines, grasses, or legumes, on highly erodible or critically eroding areas.
    - **Mulching, Netting, and Matting** – Mulching includes the application of a protective blanket of straw, wood shreds or other plant residue, gravel, or synthetic material to the surface of the soil.
    - **Gabion Revetment** – A revetment is a facing placed on a bank or bluff of stone to protect a slope, embankment, or shore structure against erosion by wave action or currents.
    - **Grade Stabilization Structure** – This is a structure used to control the grade and head cutting in natural or artificial channels. These structures come in many designs.
  - **Wildlife habitat enhancement practices** – Wildlife practices may be installed concurrently while installing measures to reduce threats to life and property. Other measures may be installed to mitigate excessive erosion that could occur during the EWP project installation.
    - **Boulder Clusters** – In this technique, groups of boulders are placed either randomly or selectively, in clusters and/or individually to slow stormwater velocity and collect sediment.
    - **Boulder or Log Weir** – Boulders or logs are laced across the channel and anchored to the channel bank and/or bed in order to check the water and raise its level for diversion purposes.
  - **Temporary Measures** – During the construction phase, temporary measures may be installed to mitigate excessive erosion. The following are among the more commonly used practices.
    - **Silt Fence** – A temporary woven fabric structure to prevent or minimize transport of sediment in storm water runoff.
    - **Straw Bale Barrier** – A temporary sediment barrier consisting of a row of entrenched and anchored rice or wheat straw bales.
    - **Temporary Seeding** – Planting of rapidly growing annual grasses, small grains, or legumes on disturbed areas.
    - **Topsoiling** – Salvaging, storing, and using topsoil to enhance final site stabilization with vegetation.
  - **Floodplain Easement** – The NRCS can purchase perpetual agricultural floodplain easements. To be eligible, flooding must have damaged the land to the extent that the cost of restoring it and

associated structures would be greater than the value of the land after restoration. The easements provide permanent restoration of the natural floodplain hydrology as an alternative to traditional attempts to restore damaged levees, lands, and structures.

Landowners will be compensated the least of the following values: 100 percent of the agricultural or other undeveloped/raw value of the land, the geographic cap where one is established, or landowner offer. The EWP funds may cover up to 100 percent of the cost for land treatment practices and all administrative survey, title insurance, and other costs associated with establishing the easement. All easements must be economically, environmentally, and socially defensible.

All private, public, and Tribal lands are eligible. All easements must include a permanent vegetative buffer adjacent to the watercourse. Sponsors are not needed to acquire easements; agreements can be developed directly with individual landowners.

## Wildfire Measures

### Land Treatment

- **Mulching** – Mulching provides instant ground cover for sensitive areas. The objective of mulching is to minimize erosion by providing a suitable ground cover to help reduce raindrop impact and to disperse overland flow. Examples of where mulching is commonly used are: highly erodible soils; areas that burned very hot and lost all ground cover; fire lines on highly erodible soils or that cross drainages; and road fill slopes adjacent to perennial streams.
- **Seeding** – Prescribed as a means of reducing surface erosion. The objective is to provide ground cover that will protect the soil from raindrop splash and surface runoff and will provide a stabilizing root mass to bind the soil particles together. Commonly treated areas are: highly erodible soils that burned hot and lost all ground cover; areas adjacent to drainages that burned hot; areas where the soil seed bank was destroyed or was not present; and equipment constructed fire lines. Seed must be applied before rains occur and before the weather turns too cold for effective seed germination. Areas are aerially, hand or hydro seeded depending on the size of area, slope and access to roads.
- **Straw Wattles** – Straw wattles easily make contact with the soil surface thus providing an effective and low risk barrier to soil movement. The life expectancy is about 2 to 4 years.
- **Silt Fences** – They are made of a geotextile fabric that can be unrolled and hung on a fence. They are typically applied where surface runoff with significant sediment is expected. They are placed in low gradient swale areas with large storage areas. Proper installation is critical to prevent "blowouts" underneath the fence.
- **Tilling** – Tilling can be an effective tool to improve infiltration on hydrophobic soils and to reduce erosion. The treatment should be applied on contour and on slopes less than 35%. It is usually done in 8-foot wide strips with 25 feet between tilled strips. Tilling can be implemented shortly after the fire is controlled, which increases flexibility on late summer and fall fires.
- **Disking** – Disking can be used to break up hydrophobic soil layers near the surface. Since a disc runs across the surface, it can move with more ease and avoid problems of brush balling up the operation.



## Channel Measures

- **Grade Stabilizers** – These treatments are used to reduce channel down cutting by establishing grade control, decrease water velocity, and maintain correct width/depth ratio. They are effective in preventing sediment from entering perennial streams during the first winter by trapping and metering sediment through the system.
- **Rock Grade Stabilizers** – They are used in ephemeral or small intermittent channels. To properly function some type of sealing material is needed to fill in the rock voids.
- **Log Grade Stabilizers** – They are used in ephemeral or small intermittent channels where there is standing or down wood present near the dam location. Logs are normally 12 to 20 inches in diameter.
- **Check Dams**
  - **Log Check Dams** – They are used in intermittent or small perennial drainages. Log sizes range from 12 to 18 inches in diameter and are stacked on top of each other to achieve the desired height. Critical design steps include, properly keying the logs into the bank, having a spillway large enough to accommodate the expected peak flows, and providing an energy dissipater below the dam.
  - **Straw Bale Check Dams** – They are used in ephemeral channels to prevent sediment from entering perennial streams during the first winter following the fire. Straw bale dams work very well in areas that do not have native rock or logs. They work best in areas with low channel gradients, giving increased sediment storage capacity.
  - **Bank and Channel Armoring** – This treatment is used to reduce the potential impacts from increased peak flows on unstable stream reaches. Armoring is the placement of rock along unstable stream banks and along the toe of slumps to provide stability against the increased peak flows, anticipated as a result of the fire.
  - **Channel Clearing and Snagging** – This treatment is utilized to reduce the potential for loss of life due to floatable debris, clogging up behind bridges or clogging drainages thus damming water and causing debris torrents.
  - **Debris Basins** – They are constructed structures built to trap and hold debris and sediment. They are built in depositional areas having large storage capacity. It is important to maintain the channel gradient and not dig the basin into the channel. Head cutting can result from improperly placed or constructed debris basins. It is important to have vehicle access to the basin so they can be cleaned periodically to restore usefulness.

## Drought Measures

- **Prescribed Grazing** – Prescribed grazing is a management practice that will ensure that grazing is well managed to maintain the vegetative cover on those areas of the ranch that will continue to be grazed during the contract period. Specifically, the practice shall consist of controlling the location, timing, and intensity of domestic livestock grazing.
- **Deferred Grazing** – Postponing grazing or resting grazing land for a scheduled period of time. In areas with bare ground or low percent ground cover, deferred grazing will reduce runoff and sediment yield because of increased ground cover and greater infiltration rates.

## PERMITS

To the extent practical during emergency response to natural disasters, project sponsors and NRCS will involve the permitting agencies in the review of proposed EWP projects.

NRCS shall not contract for the performance of any work in waters or subaqueous land in South Dakota until the sponsor obtains necessary environmental permits. Stream work will involve obtaining a 404 nationwide or regional permit from the U.S. Army Corps of Engineers. NRCS will assist the sponsor in obtaining this permit. Other local permits, such as a burning permit, grading permit, or sediment control permit, may apply in some locations. If any of these permits are required, the sponsor must obtain them prior to the start of construction. The sponsor is responsible for any fees associated with the issuance of these permits.

The sponsor is ultimately responsible for obtaining all necessary permits; however, NRCS will assist as needed and requested.

### **Clean Water Act Section 404 Permit**

The Regulatory Division within the U.S. Army Corps of Engineers (Corps) administers Section 404 of the Clean Water Act. EWP “exigency” projects are generally covered under Nationwide Permit 37. In some cases, projects will require an individual Section 404 permit. Whenever EWP recovery efforts involve working in “waters of the U.S.,” the sponsor and NRCS will coordinate recovery work and any needed mitigation with the Corps.

### **Clean Water Act Section 401 Certification**

The South Dakota Department of Environment and Natural Resources (SD DENR) is the certifying agency for Section 401 of the Clean Water Act. Whenever EWP recovery efforts involve working in “waters of the U.S.,” the sponsor and NRCS will coordinate recovery work and any needed mitigation with SD DENR.

### **Tribal Permits**

On tribal lands, the appropriate tribal permitting processes will be followed. Each tribe has their own set of contractual rules and permitting processes.

### **Other Permits**

EWP work performed on Forest Service lands may require additional permits. Local government entities, such as municipalities and counties, may require additional permits. The project sponsor will need to ensure that all necessary permits are in place prior to project implementation.

## CONTRACTING PROCEDURES

The NRCS has five methods of contracting for implementing EWP projects. They are federal contract, Contracting Local Organization (CLO) contract, locally-led contract, force account, and performance of work.

### Federal Contract

In a federal contract, NRCS performs and administers the contract. There are three levels of federal contracts:

- Project Costs Under \$100,000 – The simplified acquisition procedures can be used if the project cost is under \$100,000.
- For projects under \$25,000 the NRCS can use oral price quotations.
- For projects between \$25,000 and \$100,000, written quotes are required. Normally, the Request for Quotation (SF-18) is used for requesting quotes and the notice of solicitation needs to be published in the Fed Biz Opps. Also, contracts over \$2,000 require compliance with Davis Bacon Wage Rates.
- Project Costs Over \$100,000 – The formal solicitation method is used if over \$100,000. The project is advertised for 30 days and requires sealed bids. It may take another 15 to 25 days before the contractor can actually start work.

The NRCS is required to support procurement preference programs that provide greater opportunities for minority contractors.

### Locally-Led Contract

The locally-led contract is when the sponsor assumes responsibility to contract for the installation of the works of improvement, the design (including specifications), and inspection, and quality control duties. In-kind credit may be given to sponsors when they do “service” type activities. Agreement is reached on type of workers needed to complete the work, their salaries, and length of time to complete the projects (similar to the plan of operations for force account work).

NRCS will review the drawings and specifications to ensure they meet the technical requirements of the project. The individual(s) responsible for this will be set forth in the project agreement. If necessary, time limits will be given. The sponsor responsible for the works of improvement will advertise for construction using policy, procedures, and regulations set forth by the sponsor, or by the State of South Dakota, if the sponsor has no policy in place. The sponsor’s contracting procedures must include the following:

- A financial management system
- A records management system
- A system for complying with all state and local laws and regulations
- Qualified design, inspection and quality control personnel
- A contract administration system
- A written code of standards and conduct
- Include special provisions (EO) provided by NRCS

The sponsors will provide the services of an inspector and quality control. NRCS and sponsors perform final inspection.



### **Contracting Local Organization (CLO) Contract (Agreement)**

A Contracting Local Organization (CLO) Contract (Agreement) is a variation on the locally led contract method. The sponsors contract for the accomplishment of the works of improvement, and must comply with the same requirements set forth for locally led contracting. NRCS performs design, provides an inspector, and quality control. The CLO contracting method allows the local sponsors to do the contracting and administration. The sponsors must follow the applicable Office of Management and Budget (OMB) Circulars and Code of Federal Regulations (CFR) related to grants and cooperative agreements. Some examples of what these regulations require are: (1) follow state and local laws and regulations; (2) have a contract administrative system; (3) have a written code of standards and conduct; (4) have financial and records management systems in place; and (5) including special provisions such as equal opportunity, Certification of Non-segregated Facilities, etc., in their invitation for bid. The sponsor does not receive in-kind contributions for doing the contracting and contract administration with this method.

### **Force Account**

With the force account, the sponsors complete the project with their own equipment and personnel and NRCS provides the drawings and specifications. This requires an approved plan of operations and the total cost needs to be less than \$150,000. NRCS may advise, but cannot perform the work. The sponsor keeps detailed records of salaries, equipment expense, and their work activities and NRCS audits the books to ensure proper payment. The NRCS pays 75 percent of the cost. The sponsor can also receive credit and/or payment for approved in-kind contributions for “service” activities.

### **Performance of Work Agreement**

Performance of work is used when the sponsor may not have the funds for their share of the installation work, or have the accounting system in place to keep detailed records required by force account, but have some forces and/or donated forces, etc., to carry out the work. This process also requires an approved plan of operations but there is an agreed to price determined prior to the start of the work. No record keeping is required since everything is agreed to up front.

## GENERAL SERVICES ADMINISTRATION ADVANTAGE CONTRACTORS

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## ENVIRONMENTAL COORDINATION

At the discretion of Congress and the federal government, states and their political subdivisions are jointly responsible for providing a system of emergency preparedness for the protection of life and property from hazards resulting from a natural disaster. The EWP Program is one of a number of federal and state programs dealing with emergency assistance. In small, rural watersheds, EWP may be one of the most responsive programs to meet local needs. The USACE, FEMA, USFS, USDA Farm Service Agency (FSA), and the Environmental Protection Agency (EPA) are the principal federal agencies that the NRCS coordinates with on emergency disaster recovery work. A number of other federal, state, and local agencies administer programs that deal with natural emergencies as well.

If the President declares an area to be a major disaster area, the NRCS will provide assistance which will be coordinated with the FEMA or its designee. FEMA is the lead federal agency for presidentially declared natural disasters. However, the FEMA will not coordinate the NRCS work unless conflicts arise from adjacent sites where the FEMA has responsibility.

When a NRCS STC determines that a watershed impairment exists, but the President does not declare the area to be a major disaster area, FEMA does not coordinate assistance. In this situation, the NRCS will assume the lead, provide assistance, and coordinate work with the appropriate state office of emergency preparedness and other federal, Tribal, or local agencies involved with emergency activities, as appropriate.

During emergency response to natural disasters, NRCS will coordinate with appropriate agencies using emergency consultation procedures. Per national policy, NRCS will only provide assistance for measures that are economically and environmentally defensible and technically sound. NRCS will use the least damaging practical construction techniques and equipment to retain as much of the existing characteristics of the landscape as possible. Mitigation actions needed to offset potential adverse impacts will be planned for installation before, or concurrent with, implementation of the EWP project.

### National Environmental Policy Act Compliance

The National Environmental Policy Act (NEPA) requires that Federal agencies consider the environmental impacts of their proposed actions before they are implemented, document those impacts, and provide for appropriate mitigation of adverse impacts. For the EWP Program, a Programmatic Environmental Impact Statement (PEIS) has been developed. The PEIS facilitates NEPA compliance by allowing tiering for the EWP Program. Tiering refers to the process of addressing a broad program, such as the EWP Program, in an initial EIS, and then analyzing a narrower site-specific proposal in a subsequent EIS or other environmental document.

The EWP Damage Survey Report (DSR) includes an Environmental Evaluation (EE) to document the potential impacts of proposed emergency measures on the natural and human environment. The DSR EE is the first step to determine if there are any anticipated adverse effects of implementing the proposed action. The next step is appropriate emergency consultation with agencies responsible for the conservation and protection of affected resources. A mitigation plan is then developed for any unresolved adverse effects. Additional information on NRCS NEPA compliance, environmental coordination, and consultation policy and procedures are contained in the NRCS National Environmental Compliance Handbook.

### **Endangered Species Act Consultation**

NRCS will consult with the U.S. Fish and Wildlife Service (FWS) whenever the emergency action may affect listed species and/or designated critical habitat. This contact constitutes the initiation of formal Endangered Species Act (ESA) section 7 consultation, which is required under emergency situations. The intent of this initial contact is to inform FWS that emergency procedures are being invoked and that measures to minimize impacts will be employed. FWS may provide advice to reduce the potential for adverse effects on listed species. ESA Section 7 emergency consultation procedures are contained in the FWS Endangered Species Consultation Handbook.

### **Cultural Resources Consultation**

Section 106 of the National Historic Preservation Act (NHPA) requires NRCS to take into account the effects of program and project activities on historic and cultural resources listed in, or eligible for listing in the National Register of Historic Places. NRCS will consult with the State Historic Preservation Officer (SHPO) and/or Tribal Historic Preservation Officer (THPO), Indian tribes, and the Advisory Council on Historic Preservation (ACHP), as appropriate. NHPA encourages agencies to develop procedures for taking historic properties into account during emergency response operations with immediate threats to life or property. Procedures for identification and treatment of historic properties that might be affected by emergency actions will follow the NHPA Section 106 guidelines (36 CFR Part 800.12).

### **Tribal Consultation**

NRCS will consult with Indian tribes whenever proposed projects are located on tribal lands or are within tribal identified areas of concern. Appropriate tribal natural resources departments and/or fish and wildlife agencies will be consulted with regard to special status species and/or their habitat in the project area. As stated above, appropriate THPO(s) and tribe(s) will be consulted with regard to cultural resources in the project area.

## INTERAGENCY COORDINATION

Proactive interagency pre-planning and coordination is critical with regard to EWP Program implementation. NRCS is the lead federal agency; however, as described in previous sections of this plan, there are other key federal, state, tribal, and local entities involved in emergency response activities.

### EWP Coordination with Other Agencies

At the discretion of Congress and the federal government, states and their political subdivisions are jointly responsible for providing a system of emergency preparedness for the protection of life and property from hazards resulting from a natural disaster. The EWP Program is one of a number of federal and state programs dealing with emergency assistance. In small, rural watersheds, EWP may be one of the most responsive programs to meet local needs. The USACE, FEMA, USFS, USDA Farm Service Agency (FSA), and the Environmental Protection Agency (EPA) are the principal federal agencies that the NRCS coordinates with on emergency disaster recovery work. A number of other federal, state, and local agencies administer programs that deal with natural emergencies as well.

If the President declares an area to be a major disaster area, the NRCS will provide assistance which will be coordinated with the FEMA or its designee. The FEMA is the lead federal agency for presidentially declared natural disasters. However, the FEMA will not coordinate the NRCS work unless conflicts arise from adjacent sites where the FEMA has responsibility.

When a NRCS STC determines that a watershed impairment exists, but the President does not declare the area to be a major disaster area, the FEMA does not coordinate assistance. In this situation, the NRCS will assume the lead, provide assistance, and coordinate work with the appropriate state office of emergency preparedness and other federal, Tribal, or local agencies involved with emergency activities, as appropriate.

### Coordination Procedures

- On an annual basis, NRCS in Arizona will seek opportunities (meetings, conferences, etc.) to interact with other emergency response agencies to review information contained in this ERP and to discuss pre-planning strategies.
- Following a natural disaster which may result in EWP assistance, NRCS will initiate coordination with ADEM, or in the case of a presidentially declared disaster, FEMA.
- Following sponsor request for EWP assistance, NRCS will complete Damage Survey Report and make determination of site eligibility.
- For eligible project areas, a biological survey will be performed to determine the presence of special status species and/or their habitat in the vicinity. NRCS will initiate, as appropriate, consultation with FWS.
- For eligible project areas, a cultural resources survey will be performed of the area of potential effects. NRCS will initiate consultation with SHPO, THPOs, and Indian tribes.
- During engineering design, NRCS will coordinate with sponsor on permitting activities. As appropriate, COE and ADEQ will be contacted regarding 404/401 permit/certification.

## APPENDIXES

Appendix A – EWP Program Fact Sheet

Appendix B – Cooperating Federal and State Agencies Roles and Responsibilities

Appendix C – Emergency Recovery Communication Action Plan

Appendix D – Detailed Outline of NRCS Procedures and Responsibilities

Appendix E – Case File Documentation Checklist

Appendix F – EWP ERP Flow Charts

Appendix G – Agency Contacts for Emergency Watershed Assistance

## Appendix A. EWP Program Fact Sheet

Through the Emergency Watershed Protection (EWP) program, the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) can help communities address watershed impairments that pose imminent threats to lives and property. If your land has suffered damage due to flood, fire, drought, windstorm, or other natural occurrence, please contact your local authorities and/or your local NRCS office to find out if you qualify for the EWP Program.

### The Facts – The Emergency Watershed Protection Program

Congress established the EWP program and provides funding for it. Please know that eligibility for the program does not depend upon the declaration of a national emergency.

All projects undertaken through EWP, with the exception of the purchase of floodplain easements, must have a project sponsor. Sponsors must be a legal subdivision of the State, such as a city, county, general improvement district, or conservation district, or an Indian Tribe or Tribal organization as defined in Section 4 of the Self-Determination and Education Assistance Act. Sponsors are responsible for:

- Providing land rights to do repair work;
- Securing necessary permits;
- Furnishing the local cost share;
- Accomplishing the installation of work; and
- Performing any necessary operation and maintenance.

Through EWP, the NRCS may pay up to 75 percent of the construction costs of emergency measures. Ninety percent may be paid for projects within limited-resource areas as identified by U.S. Census data.

The remaining costs must come from local sources and can be made in cash or in-kind services. All EWP projects must reduce threats to lives and property; be economically, environmentally, and socially defensible; be designed and implemented according to sound technical standards; and conserve natural resources.

### Type of Work Authorized

As mentioned above, the EWP Program addresses watershed impairments, which include, but are not limited to:

- Debris-clogged stream channels;
- Undermined and unstable streambanks;
- Jeopardized water control structures and public infrastructures;
- Wind-borne debris removal; and
- Damaged upland sites stripped of protective vegetation by fire or drought.

Floodplain easements for restoring, protecting, maintaining, and enhancing the functions and values of floodplains, including associated wetlands and riparian areas, are available through EWP. These easements also help conserve fish and wildlife habitat, water quality, flood water retention, and ground

water recharge, as well as safeguard lives and property from floods, drought, and erosion. EWP work is not limited to any one set of measures.

NRCS completes a Damage Survey Report that provides a case-by-case investigation of the work necessary to repair or protect a site. NRCS will only provide funding for work that is necessary to reduce applicable threats.

Sponsors that want to increase the level of protection in a particular project are responsible for paying 100 percent of the costs of the desired upgrade and additional work.

For more information about the EWP Program, contact your local NRCS field office.



## Appendix B. Cooperating Federal and State Agencies Roles and Responsibilities

### Contact Agency

South Dakota Emergency Management  
 Federal Emergency Management  
 US Army Corps of Engineers  
 US Fish and Wildlife Service  
 US Geological Survey  
  
 US Bureau of Land Management  
 US Bureau of Reclamation  
 US Bureau of Indian Affairs  
 Environmental Protection Agency  
 USDA Farm Service Agency  
 US Forest Service  
 USDA Rural Development  
 SD Department of Game, Fish, and Parks  
 SD State Historic Preservation Officer  
 SD Department of Environment and Natural Resources  
 SD Department of Transportation  
 SD Association of Conservation Districts  
 SD Department of Agriculture, Resource Conservation and Forestry  
 SD Department of Health  
 SD State Water Board  
 Tribal Governments  
 Tribal Historic Preservation Officers

### Responsibilities of Cooperating Agency

Disaster Event Coordination  
 Disaster Event Coordination  
 Section 10 and 404 Permits  
 Endangered Species Act and Wetlands  
 Flood Water Discharges and Floodplain Management  
 U. S. Public Lands Management  
 Water Management  
 Management of Tribal Trust Lands US  
 Environmental Concerns  
 ECP and Disaster Event Coordination  
 National Forest and Grasslands  
 Disaster and Drought Assistance  
 Endangered Species and Scenic Rivers  
 Historic and Cultural Resources  
 Environmental Concerns  
 State Highways and Bridges  
 Soil and Water Conservation Needs  
 Soil and Water Conservation Needs, State Forests  
  
 Water and Air Quality  
 Floodplain Management  
 Tribal Lands  
 Historic and Cultural Resources on Tribal Lands

# Appendix C. Emergency Recovery Communication Action Plan

The Communication Plan outlines responsibilities, timeframes, and methods for keeping the public informed about EWP activities and events.

## Media Program

### Goals

- 1) Provide uniform, consistent information to sponsors and the general public.
- 2) Provide landowners and sponsors information about how to apply for the program.
- 3) Keep decision-makers informed of progress.
- 4) Let taxpayers know how tax dollars are being spent.

### Objectives

- 1) Prepare media list for affected counties.
- 2) Issue news releases/advisories based on milestones:
  - a. Immediately following disaster to say assistance is available;
  - b. Following completion of damage assessments to report number of sites and proposed actions;
  - c. At completion of "urgent and compelling" repairs;
  - d. When construction of regular repairs starts;
  - e. When construction is completed; and
  - f. Other releases as deemed necessary by local media contact.
- 3) Produce a photographic library of activities
- 4) Work with PAS to prepare a summary of EWP efforts for local sponsors, elected officials, partners, media, and residents using one or more of the following methods:
  - a. Tour;
  - b. PowerPoint or slide presentation for local groups;
  - c. Tabletop display;
  - d. Written report.

### Key Messages

Role of NRCS technical expertise and financial assistance in disaster recovery; and

What can be accomplished/has been accomplished through EWP:

- 1) Number of people benefited;
- 2) Number of homes, businesses, community structures, roads, etc. protected;
- 3) Value of services provided;
- 4) Role of local sponsors in terms of their contributions;
- 5) Environmental benefits such as clean water, fish habitat, etc.

## Responsibilities

### Public Affairs Specialist

The Public Affairs Specialist coordinates statewide efforts to inform the public about EWP activities.

Responsibilities include:

- 1) Serving as statewide contact for all media;
- 2) Providing liaison with the Virginia Department of Emergency Management communications team;
- 3) Keeping state and national NRCS managers advised of media activities;
- 4) Organizing information from the Field Coordinator for release to the public;
- 5) Arranging media interviews at the state level;
- 6) Preparing news releases, fact sheets, news advisories, and other material for local use;
- 7) Working with local contacts to identify human interest stories and success stories; and
- 8) Assisting local contacts with photography needs.

### **Field Coordinator**

The Field Coordinator is responsible for receiving and compiling reports from local contacts and DSR Teams and providing information to the Public Affairs Specialist for use with the media.

Responsibilities include:

- 1) Providing regular reports to the PAS about the number and type of sites found in each county;
- 2) Making the local media contact person and the PAS aware of human interest stories and success stories; and
- 3) Coordinating use of magnetic EWP signs on vehicles and decal on hard hats.

### **Local Media Contact**

One local media contact person will be identified for each affected county. This person will field inquiries about local conditions, provide interviews with the press, respond to calls from the general public, and provide liaison with the state Public Affairs Specialist.

Responsibilities include:

- 1) Serving as local point of contact for all media;
- 2) Issuing press releases and news advisories;
- 3) Arranging media interviews;
- 4) Providing daily updates to PAS on "urgent and compelling" sites;
- 5) Maintaining a file of newspaper clippings;
- 6) Coordinating file of digital/photographic images of "before" and "after" work;
- 7) Working with the sponsor to post EWP signs on sites under construction;
- 8) Assisting the PAS with coordination of media, legislative, and sponsor tours; and
- 9) Faxing copies of all news releases to the PAS along with the names of the newspaper, TV station, radio station, etc.

### **Supervisory District Conservationist**

The Supervisory District Conservationist (SDC) will appoint a local media contact in each county. The local media contact will keep the SDC informed of media activities occurring within the county.

# Appendix D. Detailed Outline of NRCS Procedures and Responsibilities

The SD NRCS has prepared this ERP to enhance communication, cooperation, and coordination with participating agencies to develop and maintain a state of readiness in the event of future natural disasters.

## Authority

The ERP sets forth the requirements and procedures for

Federal assistance provided by the NRCS under the following statutory authorities:

- Public Law 81-516 Section 216, 33 U.S.C. 701b.
- Public Law 95-334 Section 403 of Title IV of the Agricultural Credit Act of 1978

The ERP also represents NRCS policy for administering the EWP program as set forth in 7 CFR 624.

This plan pertains only to EWP program recovery measures. Other disaster recovery plans developed by NRCS, such as the COOP have their own policy and procedures that define NRCS employees' responsibilities in relation to internal operations during an emergency.

The following abbreviations are used throughout the ERP:

## Abbreviations:

- **ASTC(FO)** – Assistant State Conservationist for Field Operations
- **ASTC(P)** – Assistant State Conservationist for Programs
- **CO** – Contracting Officer
- **COTR** – Contracting Officer Technical Representative
- **DART** – Disaster Assistance Recovery Team
- **DC** – District Conservationist
- **DSR** – Damage Survey Report (Exhibit 4)
- **EOC** – Emergency Operation Center
- **EWP** – Emergency Watershed Protection
- **IAT** – Initial Assessment Team
- **LERT** – Local Emergency Response Team
- **NHQ** – NRCS National Headquarters
- **SCE** – State Conservation Engineer
- **SERT** -- State Emergency Response Team
- **STC** – State Conservationist

## Initialization of the Emergency Recovery Plan

1. Local NRCS employee(s) shall assess the situation. The local NRCS employees become the Initial Assessment Team (IAT). The cursory survey is carried out quickly with pictures and documentation (Appendix F).
2. The DC contacts ASTC(FO) regarding catastrophic event and requests instructions. If the ASTC(FO) cannot be contacted, the DC shall contact the STC or the EWP program manager for instructions.

3. The DC contacts local emergency/civil defense officials regarding EWP Program and potential projects within the affected area.
4. The ASTC(FO) authorizes local emergency response team (LERT) to do preliminary surveys of damage. The local LERT makes an assessment of the situation and reports findings to the ASTC/FO. The assessment must be made immediately and cannot wait until the next scheduled workday. LERT consists of the following members:

<b>Team Member</b>	<b>Duty Station</b>
District Conservationist	Affected Area
Field Support Engineer	Affected Area
Other Field Support/Field Specialists	Local Field and Field Support Office.

5. The ASTC(FO) immediately contacts the STC and EWP program manager, provides information regarding event, potential eligible EWP work, and an estimate of the damage.
6. The STC notifies national EWP program manager of emergency situation and pending request for EWP funds. The STC advised by national EWP program manager of EWP fund availability.
7. The EWP program manager makes initial coordination with SD Division of Emergency Management.

The state EWP program manager files electronic disaster report with National Headquarters (NHQ) within 72 hours of the catastrophic event. The state EWP program manager also prepares preliminary estimate of damage, and makes the initial request for funds.

8. The STC makes decision on activating SERT.

Please refer to Appendix G for the composition of the SERT. The SERT team would be activated under the following condition:

The emergency is a Presidential declared disaster or is significant enough in scope to require the team to assist in identifying potential projects and prioritizing the preparation of DSR.

If the SERT Team is not activated by the STC, its members will still be notified of the impending project and certain members may be contacted directly to assist in implementation of the project.

9. The SERT assesses situation and makes recommendation to STC regarding SERT involvement with the recovery activities.
10. The SERT and NRCS State Office Emergency Team (Appendix G) assesses damage reports and makes recommendations to STC regarding EOC location and staffing.
11. The state EWP program manager files electronic disaster update report.
12. The DC assists local sponsors in preparation of letter requesting assistance through EWP. (Exhibit 1)

## **DSR Completion**

13. When the SERT and the NRCS State Office Emergency Team is activated it establishes and implements a DSR numbering system and directs DC's and the Disaster Assistance Recovery Team (DART) to begin preparing DSRs.

14. The STC makes decisions regarding the EOC location and staffing. The EWP program manager establishes EOC and the initial DART staffing composition.
15. Public Affairs Specialist coordinates outreach effort with DCs, EWP program manager and local sponsors. (Emergency Recovery Communication Action Plan Appendix C).
16. The DART and local sponsor review any imminent hazards to life or property resulting from the catastrophic event. If the damage qualifies as an immediate threat, a DSR should be prepared on location, immediately, and executed by the local sponsor. The CO prepares project agreement for local sponsor execution, implements emergency contracting procedures, and contracts for the repairs to the damaged facilities. Teams prepare and complete remaining DSR's. All DSRs will be completed and submitted to the appropriate ASTC(FO) not later than 45 days following the request for assistance.
17. The ASTC(FO) for affected area or their representative, serves as office manager for EOC, and logs, files, and insures prompt responses to all requests for assistance from local sponsors and individuals. In order to be considered for funding all requests for assistance must be received no later than 60 days following the event.
18. The SERT provides training to assigned EWP DART personnel. Training includes eligible and ineligible work determinations, DSR completion, cost-share, operating procedures and functions, and administrative procedures.
19. The DC in the affected area ensures that local sponsors execute completed DSRs.

## **DSR Ranking and Implementation**

20. The EWP program manager ensures all DSRs are logged in and entered into the EWP database. A master database will be created for all EWP data. Separate reports will be generated from the master database for management, easements, contracting, and engineering.
21. Applicable ASTC/FO and SERT representatives review DSRs for eligibility and prioritization.
22. The EWP program manager files updated electronic disaster report with NHQ.
23. The EWP program manager approves DSRs and funding of remedial measures. All approved remedial measures will be surveyed, designed, bid, awarded, contracted and constructed within 220 days of receipt of EWP funds from NHQ.
24. The state EWP program manager refines request for financial assistance and technical assistance and submits updated request to NHQ.
25. The EWP program manager and state engineer representative coordinate permit inquiries with federal and state agencies where applicable.

## **Execution of Project Agreements and Easements**

26. The state engineer or representative coordinates and directs geo-technical investigations and field surveys of DSR sites.
27. Upon execution of the project agreement (Exhibit 2) by the local sponsor, the SCE and staff designs, prepares plans and specifications, cost estimates, inspection plans, and advertises contracts. The floodplain coordinator and CO order survey and title commitments for accepted easement offer areas.
28. The SERT coordinates project and easement prioritization, execution of project agreements, acquisition of federal, state and local permits with local sponsor.
29. The CO prepares cooperative agreements (project agreements) and forwards to local sponsors for execution. Easement offers are sent to eligible participants.
30. The SERT develops O&M Agreements and Plans as required. The CO forwards to local sponsor for execution. The DC develops long term contracts on easement areas.

31. The state engineer or representative assigns COTRs and Inspectors to construction contracts with concurrence and approval of ASTC/FO and ASTC/P.
32. The CO and COTR conduct site showings.
33. The CO receives and evaluates bids, awards contracts, and issues modifications as required.
34. The CO, SCE or representative, and COTR administer construction contracts. The CO and DC administer floodplain easements.
35. The COTRs and inspectors inspect construction for compliance with plans and specifications.
36. The DC monitors implementation of EWP floodplain easements.
37. The CO makes progress payments to contractors.
38. The SCE or representative and project engineer, CO, COTR, DC, and local sponsors make final inspection.
39. The CO closes out contract, and makes final payment to contractor.

### **Operation and Maintenance**

40. The EWP program manager files final report with NHQ within 60 days of completion of all EWP work.
41. The NRCS personnel assist local sponsors in performing inspections in accordance with O&M agreements, as required. The DC reviews easement areas with landowners and completes an annual status review.

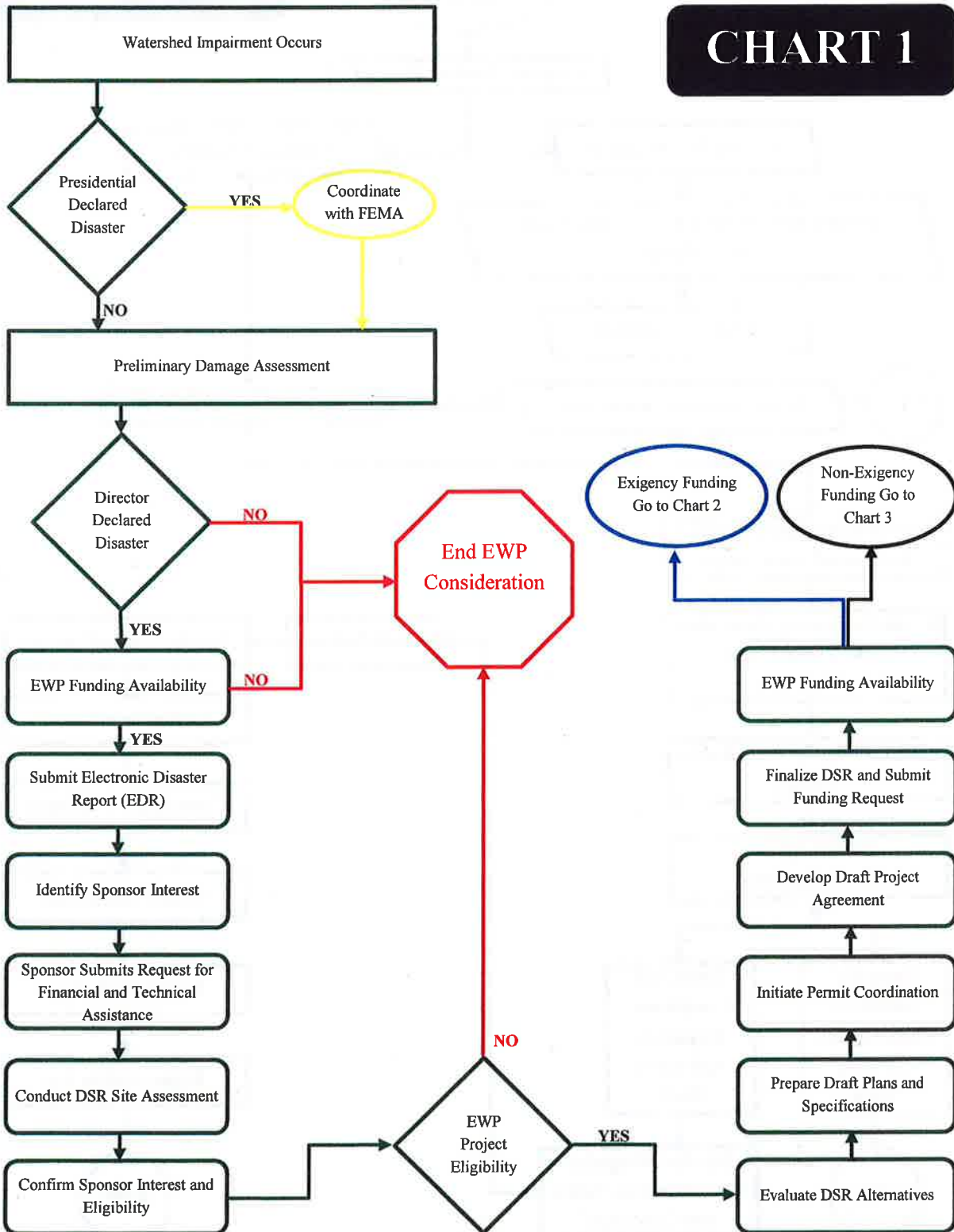


## Appendix E. Case File Documentation Checklist

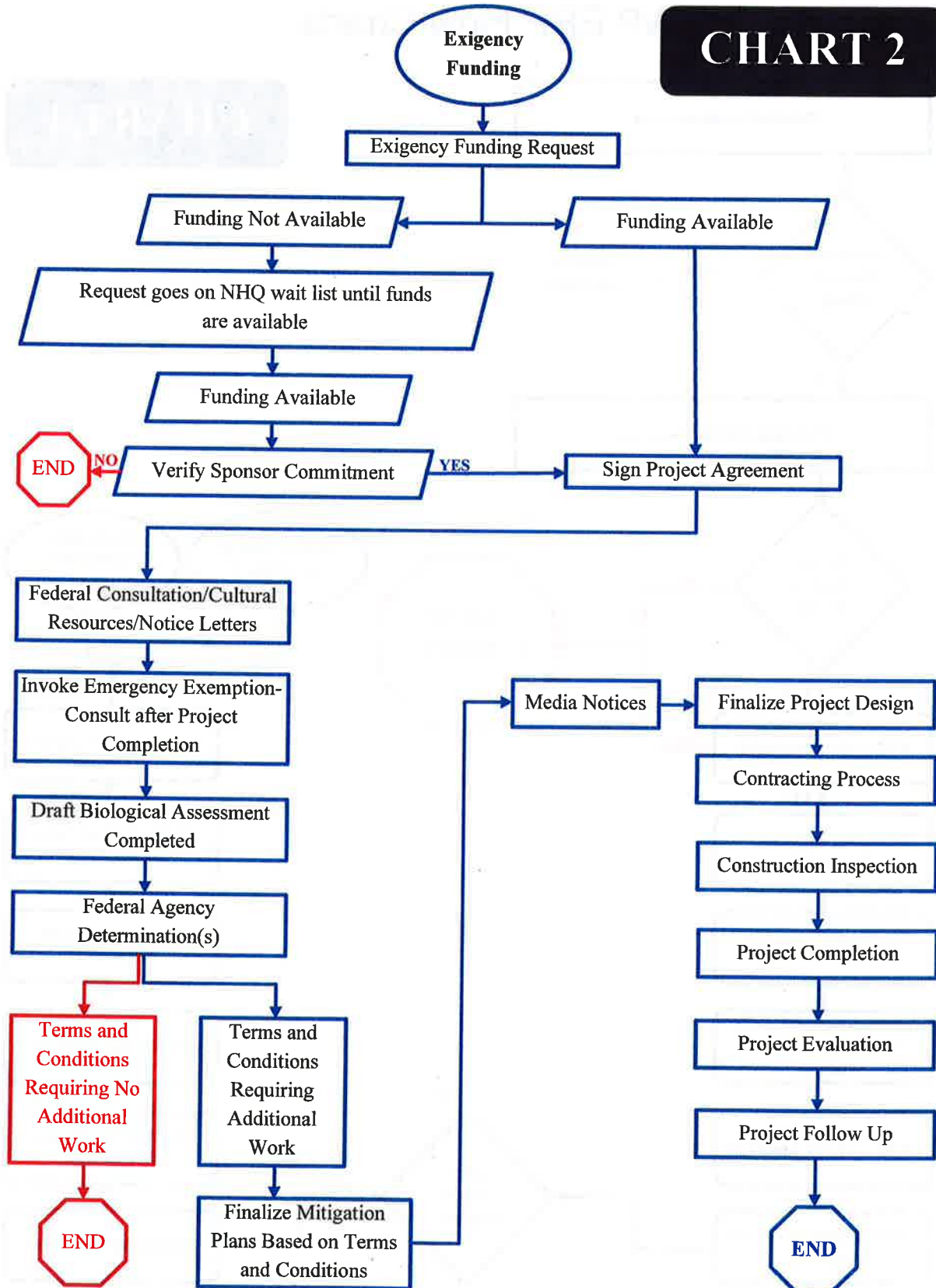
- Copy of EWP Eligibility Determination (Damage Survey Report)
- Project Agreement
- Operation and Maintenance Agreement
- Location and Plan Map
- Completed Land Rights Certification (ADS-78)
- Statement Verifying Utility Company Clearances
- All Permits
- Cultural Resource Information (This information is restricted from release. This information should be clearly identified in order to protect it from inadvertent release)
- Environmental Evaluation (SD-CPA-52)
- Project Design, Computations, Quantities, Job class, etc.
- As-Built Drawings
- Planning and Inventory Notes
- Letter from Sponsor Requesting NRCS Assistance and Other Correspondence
- In-kind Documentation if Applicable
- Project Diary
- Final Project Cost
- Specifications
- Biological Assessment, if Required

## Appendix F. EWP ERP Flow Charts

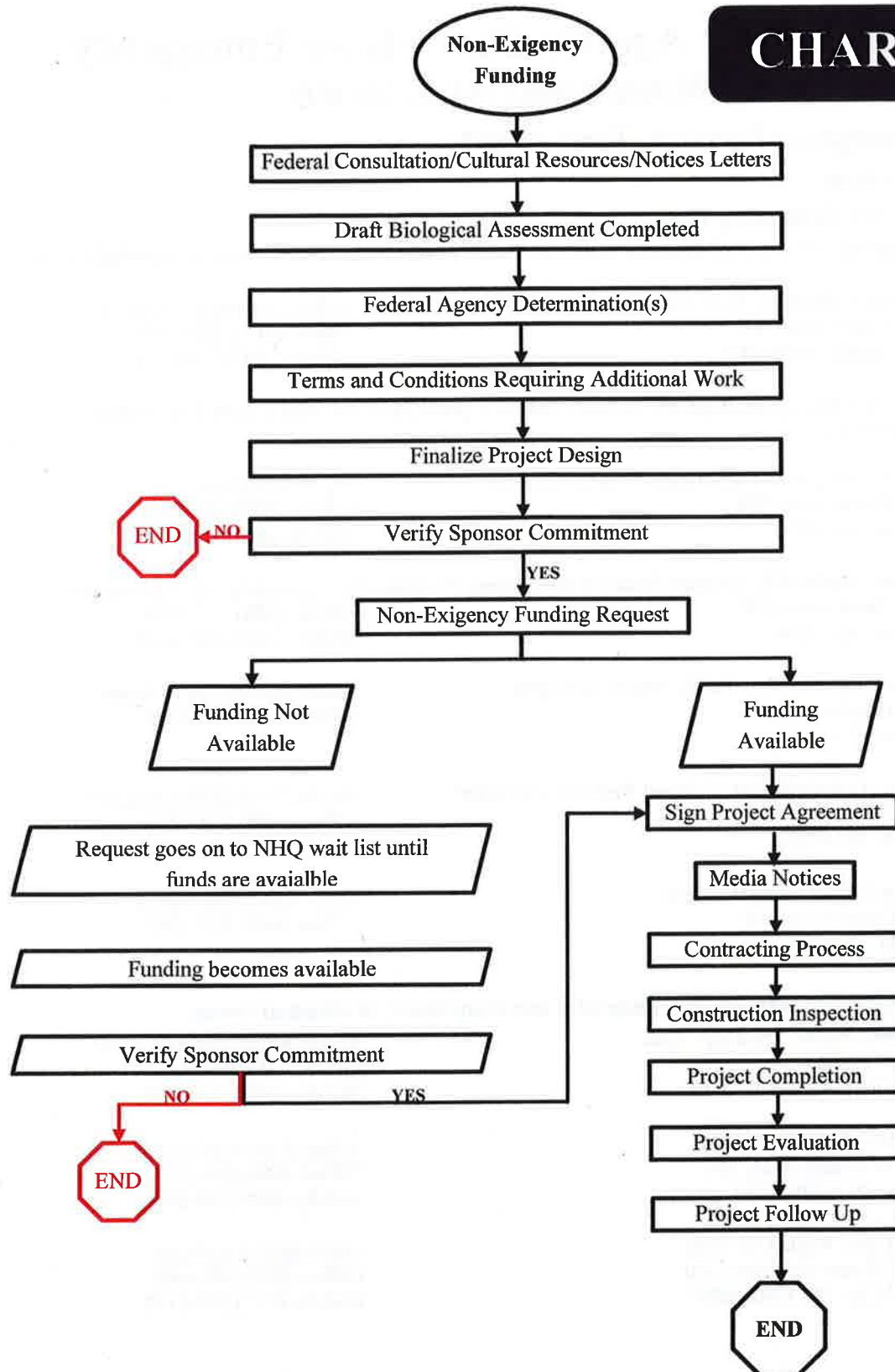
### CHART 1



## CHART 2



## CHART 3



# Appendix G. Agency Contacts for Emergency Watershed Assistance

## State Emergency Recovery Team (SERT)

### NRCS Contacts

#### State Office Emergency Team

All formal requests for EWP Program assistance should be sent to the NRCS State Conservationist (STC):

Jeffrey J. Zimprich, State Conservationist (STC)  
200 Fourth Street SW  
Huron, SD 57350-2475

[jeffrey.zimprich@sd.usda.gov](mailto:jeffrey.zimprich@sd.usda.gov)  
Office: (605) 352-1200  
Mobile: (605) 350-0318

Overall EWP Program management in South Dakota is provided by the NRCS State Conservation Engineer (SCE):

Jay B. Cobb, State Conservation Engineer (SCE)  
200 Fourth Street SW  
Huron, SD 57350

[jay.cobb@sd.usda.gov](mailto:jay.cobb@sd.usda.gov)  
Office: (605) 352-1260  
Mobile: (605) 350-5652

Jeffrey VanderWilt, Assistant State Conservationist (Programs)  
200 Fourth Street SW  
Huron, SD 57350

[jeffrey.vanderwilt@sd.usda.gov](mailto:jeffrey.vanderwilt@sd.usda.gov)  
Office: (605) 352-1226  
Mobile: (605) 350-1242

Colette Kessler, State Public Affairs Specialist  
200 Fourth Street SW  
Huron, SD 57350

[colette.kessler@sd.usda.gov](mailto:colette.kessler@sd.usda.gov)  
Office: (605) 352-1200

Steven Littlefield, State Cultural Resources Specialist  
200 Fourth Street SW  
Huron, SD 57350

[steven.littlefield@sd.usda.gov](mailto:steven.littlefield@sd.usda.gov)  
Office: (605) 352-1217

Kevin Luebke, State Biologist  
200 Fourth Street SW  
Huron, SD 57350

[kevin.luebke@sd.usda.gov](mailto:kevin.luebke@sd.usda.gov)  
Office: (605) 352-1242

### NRCS Assistant State Conservationist (Field Operations) of Affected Areas

Michelle Burke, Brookings Area  
520 3<sup>rd</sup> Avenue  
Brookings, SD 57006-1910

[michelle.burke@sd.usda.gov](mailto:michelle.burke@sd.usda.gov)  
Office: (605) 692-2344  
Mobile: (605) 690-3530

Jeanne Jasper, Pierre Area  
1711 N Lincoln Suite 104  
Pierre, SD 57501-1258

[jeanne.jasper@sd.usda.gov](mailto:jeanne.jasper@sd.usda.gov)  
Office: (605) 224-2476  
Mobile: (605) 280-2669

Tate Lantz, Rapid City Area  
414 E Stumer RD, Suite 700  
Rapid City, SD 57701-8007

[tate.lantz@sd.usda.gov](mailto:tate.lantz@sd.usda.gov)  
Office: (605) 343-1643  
Mobile: (605) 391-2198

## NRCS EWP Program Local Contacts

Local EWP Program assistance is provided by NRCS District Conservationists (DC) stationed at USDA Service Centers throughout the state. Your local DC contact can be found at the following webpage: <http://www.nrcs.usda.gov/wps/portal/nrcs/main/sd/contact/local/>

## Federal Contacts

### USDA

#### *Farm Service Agency (FSA)*

Craig Schaunaman, State Executive Director  
200 Fourth Street SW  
Huron, SD 57350

[craig.schaunaman@sd.usda.gov](mailto:craig.schaunaman@sd.usda.gov)

Office: (605) 352-1160

### USDA

#### *Rural Development (RD)*

Bruce Jones, Acting State Director  
200 Fourth Street SW  
Huron, SD 57350

[bruce.jones@sd.usda.gov](mailto:bruce.jones@sd.usda.gov)

Office: (605) 352-1100

### USDA

#### *U.S. Forestry Service (USFS)*

Mark Van Every, Forest Supervisor  
Jerry Krueger, Deputy Forest Supervisor  
Twila Morris, Administrative Assistant  
Black Hills National Forest  
1019 N 5<sup>th</sup> Street  
Custer, SD 57730

[mvanevery@fs.fed.us](mailto:mvanevery@fs.fed.us)

[jkrueger@fs.fed.us](mailto:jkrueger@fs.fed.us)

[tmorris@fs.fed.us](mailto:tmorris@fs.fed.us)

Office: (605) 673-9200

Fax: (605) 673-9350

### Department of Defense (DOD)

#### *U.S. Army Corp of Engineers*

Matt Krajewski  
Emergency Management Omaha District  
1616 Capitol Ave. Suite 9000  
Omaha, NE 68102

[matthew.s.krajewski@usace.army.mil](mailto:matthew.s.krajewski@usace.army.mil)

Office: (402) 995-2448

Fax: (402) 995-2442

### Department of Interior (DOI)

#### *U.S. Geological Survey (USGS)*

Janet Carter, Director  
SD Water Science Center  
1608 Mt. View Road  
Rapid City, SD 57702

[jmcarter@usgs.gov](mailto:jmcarter@usgs.gov)

Office: (605) 394-3215

Office: (605) 394-3200

*Bureau of Indian Affairs (BIA)*

Diane Mann-Klager, Natural Resource Officer  
115 4<sup>th</sup> Avenue SE  
Aberdeen, SD 57401

Office: (605) 226-7621  
Fax: (605) 226-7349

*Bureau of Land Management (BLM)*

Marian Atkins, Field Supervisor  
310 Roundup Street  
Belle Fourche, SD 57717

Office: (605) 892-7000  
Fax: (605) 892-7015

*Bureau of Reclamation (BOR)*

Darrin Goetzfried  
515 9<sup>th</sup> Street, Room 101  
Rapid City, SD 57701

Office: (701) 221-1272  
Office: (605) 394-9757  
Fax:

**U.S. Fish and Wildlife Service**

Scott Larson,  
420 South Garfield Avenue, Suite 400  
Pierre, SD 57501

Office: (605) 224-8693, Ext. 224  
Mobile: (605) 222-0228



## **State Contacts**

### **Department of Environment and Natural Resources (DENR)**

Trish Kindt,  
SD State Radio

Office: (605) 773-3296  
Office: (605) 773-3536

Kim McIntosh,  
Joe Foss Building  
523 East Capitol Avenue  
Pierre, SD 57501

Office: (605) 773-3296

### **State Historic Preservation Officer (SHPO)**

Jay D. Vogt, State Historian  
South Dakota Historical Society  
900 Governors Drive  
Pierre, SD 57501-2217

Office: (605) 773-3458  
Fax: (605) 773-6041

### **Association of Conservation Districts (SDACD)**

Angela Ehlers, Executive Secretary  
P.O. Box 515  
Presho, SD 57568

Office: (605) 895-4099

### **Department of Agriculture**

Resource Conservation and Forestry  
Brandon Beshears, Director/State Forester  
Joe Foss Building  
523 East Capitol Avenue  
Pierre, SD 57501

Office: (605) 773-4432

### **Department of Transportation (DOT)**

Greg Fuller, Director of Operations  
700 East Broadway  
Pierre, SD 57501

Office: (605) 773-5155

### **Department of Game, Fish and Parks (GFP)**

Emmett Keyser,  
Joe Foss Building  
523 East Capitol Avenue  
Pierre, SD 57501

Office: (605) 362-2706

### **Division of Emergency Services**

Kristi Turman, Director  
118 W Capitol Avenue  
Pierre, SD 57501

Office: (605) 773-3231  
Fax: (605) 773-3580

## **Tribal Contacts**

### ***Cheyenne River Sioux Tribe***

Harold Frazier, Tribal Chairman

P.O. Box 590; Eagle Butte, SD 57625

Office: (605) 964-4155

### ***Crow Creek Sioux Tribe***

Brandon Sazue, Tribal Chairman

P. O. Box 50; Fort Thompson, SD 57339

Office: (605) 245-2221

### ***Lower Brule Sioux Tribe***

Boyd Gourneau, Tribal Chairman

187 Oyate Circle; Lower Brule, SD 57548

Office: (605) 473-5561

### ***Oglala Sioux Tribe***

Scott Weston, Tribal Chairman

P. O. Box 2070; Pine Ridge, SD 57770

Office: (605) 867-5821

### ***Rosebud Sioux Tribe***

William Kindle, Tribal Chairman

P. O. Box 430; Rosebud, SD 57570

Office: (605) 747-2381

### ***Flandreau - Santee Sioux Tribe***

Anthony Reider, Tribal Chairman

P. O. Box 283; Flandreau, SD 57028

Office: (605) 997-3891

### ***Sisseton-Wahpeton Sioux Tribe***

Dave Flute, Tribal Chairman

Box 509; Agency Village, SD 57262

Office: (605) 698-3911

### ***Standing Rock Sioux Tribe***

Dave Archambault II, Tribal Chairman

P.O. Box D; Fort Yates, ND 58538

Office: (701) 854-8500

### ***Yankton Sioux Tribe***

Robert Flying Hawk, Tribal Chairman

P. O. Box 248; Marty, SD 57361

Office: (605) 384-3641

## County Contacts

Where known, the Emergency Management contact information is listed, else it is the general county office number.

<u>County</u>	<u>Contact</u>	<u>Phone Number</u>
Aurora	David Baker	605-942-7751
Beadle	Tom Moeding	605-353-8421
Bennett	Jeff Siscoe	605-685-5994
Bon Homme	Scott Burgi	605-589-4242
Brookings	Robert Hill	605-696-8350
Brown	Scott Meints	605-626-7122
Brule	Katheryn Benton	605-234-3433
Buffalo	Katheryn Benton	605-234-3433
Butte	Fred Lamphere	605-892-3324
Campbell	Lawrence Goehring	605-955-3598
Charles Mix	Mike Kotab	605-384-5350
Clark	Michael Gravning	605-532-3822
Clay	Layne Stewart	605-677-7185
Codington	Jim Sutton	605-882-6272
Corson	Mike Varilek	605-273-4210
Custer	Mike Carter	605-673-8152
Davison	Jeff Bathke	605-995-8640
Day	<i>Vacant</i>	- - -
Deuel	Cory Borg	605-874-8189
Dewey	Ted Schweitzer	605-865-3302
Douglas	Pat Harrington	605-999-5682
Edmunds	Leland Treichel	605-287-4394
Fall River	Frank Maynard	605-745-7562
Faulk	Mark Toennies	605-598-6294
Grant	Sheryl Ward	605-432-4637
Gregory	Brad Christensen	605-830-0931
Haakon	Lori Quinn	605-859-2109
Hamlin	David Schaefer	605-783-7831
Hand	Alex Roeber	605-204-0267
Hanson	Kevin Kayser	605-239-4218
Harding	Kathy Glines	605-375-3313
Hughes	Rob Fines	605-773-7454
Hutchinson	Dave Hoffman	605-770-7927
Hyde	Brent Hovland	605-852-3250
Jackson	Joshua Nisen	605-837-2285
Jerauld	Roger Dwyer	605-539-0243
Jones	Angie Kinsley	605-669-7101
Kingsbury	Cindy Bau	605-854-3711
Lake	Doug Huntrods	605-256-7611
Lawrence	Paul Thomson	605-578-2122

<b><u>County</u></b>	<b><u>Contact</u></b>	<b><u>Phone Number</u></b>
Lincoln	Harold Timmerman	605-764-5746
Lyman	Steve Manger	605-869-2266
Marshall	Todd Landmark	605-448-2339
McCook	Brad Stiefvater	605-421-1302
McPherson	Dave Ackerman	605-439-3540
Meade	Angella Sutton	605-347-7623
Mellette	Karen O'Brien	605-259-3371
Miner	Bob Calmus	605-772-4533
Minnehaha	Lynn DeYoung	605-367-4290
Moody	Terry Albers	605-991-3251
Oglala Lakota	Frank Maynard	605-745-7562
Pennington	Dustin Willett	605-394-2185
Perkins	Kelly Serr	605-244-5243
Potter	Cheryl Sautner	605-765-9405
Roberts	Jim Pearson	605-698-3800
Sanborn	Jason Coenen	605-796-4511
Spink	Larry Tebben	605-472-4591
Stanley	Rob Fines	605-773-7454
Sully	Curt Olsen	605-258-2244
Todd	Kara Walking	605-429-3246
Tripp	Jon Burdette	605-842-3600
Turner	Brad Georgeson	605-661-5900
Union	Andy Minihan	605-670-1548
Walworth	Shannon Thompson	605-649-7878
Yankton	Paul Scherschligt	605-668-5289
Ziebach	Charles Red Crow	605-365-5177

## EXHIBITS

Exhibit 1 – Sample Letter of Request

Exhibit 2 – Project Agreement

Exhibit 3 – In-Kind Calculation Worksheet

Exhibit 4 – Damage Survey Report

Exhibit 5 – Assurances Relating To Real Property Acquisition

## Exhibit 1 – Sample Letter of Request

<<Enter the State Conservationist Name>>      <<Enter Date>>

Natural Resources Conservation Service

<<Enter the Street Address for the NRCS State Office>>

<<Enter City, State Zip+4>>

Dear <<STC Name>>:

We request Federal assistance under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 or Section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, to restore damages sustained in <<County Name>> County by storms of <<Enter name and/or type of disaster that occurred>> on <<Enter date disaster occurred>>. This work is needed to safeguard lives and property from an imminent hazard of <<enter hazard type>>.

We understand, as sponsors of an Emergency Watershed Protection project that our responsibilities will include acquiring land rights and any permits needed to construct, and if required, to operate and maintain the proposed measures. We are prepared to provide local <<enter type of local contribution>> of the cost of construction work in dollars or in-kind services.

The names, addresses, and telephone numbers of the administrative and technical contact persons in our organization are as follows:

<<Enter Name, Title, Address, Telephone, and FAX of Sponsor's Representative>>

Please contact him or her for any additional information that you might need in assessing our request.

Sincerely,

## Exhibit 2 – Cooperative Agreement

### UNITED STATES DEPARTMENT OF AGRICULTURE

### NATURAL RESOURCES CONSERVATION SERVICE

#### COOPERATIVE AGREEMENT LOCALLY LED CONTRACTING

**THIS AGREEMENT**, is hereby entered into by and between the \_\_\_\_\_ hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

#### WITNESSETH THAT:

**WHEREAS**, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agriculture Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving \_\_\_\_\_ created by natural disasters that cause a sudden impairment of a watershed, and

**WHEREAS**, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by \_\_\_\_\_.

**NOW THEREFORE**, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor, and NRCS do hereby agree as follows:

- A. It is agreed, that the following described work is to be constructed at an estimated cost not to exceed \$ \_\_\_\_\_.

DSR No.	Description of Work	Estimated Cost
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

#### B. THE SPONSOR WILL:

1. Provide for accomplishment of the works of improvement described in Section A and provide for their completion no later than \_\_\_\_\_.
2. Provide cash contribution for any portion of the required 10% of the actual cost of constructing the emergency watershed protection measures described in Section A not provided by in-kind contribution described in B.7.
3. Obtain all land rights, water rights, Federal, State and Local permits and licenses and provide certification that such have been secured prior to issuance of any solicitation by the NRCS. A list of potential permits is attached as Exhibit B for your information and use.
4. Provide certification (complete and sign NRCS-ADS-78) that real property rights have been obtained for works of improvement described in Section A supported by an attorney's opinion attached thereto and provide a copy of such to the NRCS.
5. Sponsor shall make application for permits within 45 days of receiving copies of the DSR from the NRCS. Sponsor will make every effort to ensure that the permits are provided within 90 days of



receipt of copies of the DSR. This effort shall include follow-up with the permitting authority regarding issuance of the permit.

6. Provide copies of all NEPA compliant permits which have been secured for the works of improvement described in Section A. Sponsor will notify NRCS of environmental clearance or any unresolved concerns.
7. If approved by NRCS, the sponsor may provide in-kind services (materials, labor, and equipment). The maximum value of all in-kind services shall not exceed 10 percent (\$\_\_\_\_\_) of the total actual cost of constructing the emergency watershed protection measures described in Section A and in accordance with Section B.2 of this agreement.
8. Actual cost of work will consist of contracts awarded to contractors plus eligible Sponsor in-kind services of labor, materials and equipment. The Sponsor will provide records to support costs incurred by the Sponsor.
9. Provide in-kind technical services (surveying the site; design the project, develop engineering plans and specifications, contract administration, and inspection services). The maximum value of in-kind technical services that will be reimbursed to the Sponsor will not exceed 7.5 percent of the cost of constructing the emergency watershed protection measures described in Section A and in accordance with Sections B.2 of this agreement. Reimbursement will be based on actual in-kind technical service provided costs with supporting documentation.
10. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits and licenses needed for the work described in Section A.
11. Take reasonable and necessary actions, including legal action, if required, to dispose of any and all contractual and administrative issues arising out of the contract(s) awarded under this agreement to include but not be limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project, and bringing suit to collect from the contractor any moneys due in connection with the contract. Any monies collected will be distributed to the parties in the same ratio as contributions are made.
12. Comply with the requirements of the provisions in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.
13. Hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred in by both the Sponsor and NRCS.
14. Prior to commencement of work and/or solicitation of bids, submit for NRCS review, the preliminary design, specifications, and drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference and the Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the works of improvement are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements.
15. Upon receiving NRCS's comments, prepare the final design, specifications and drawings in accordance with standard engineering principles, design parameters set forth in the pre- design conference, and the QAP. One set of the final plans, specifications and QAP shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of

work. The final plans and specifications shall be signed and sealed approved by a Professional Engineer registered in the State of South Dakota prior to submittal to NRCS.

16. Contract for construction of the emergency watershed protection measures described in Section A in accordance with state contracting requirements and the provisions of this agreement. Prior to soliciting for the works of improvement, the Sponsor will provide NRCS a copy of any solicitation (Invitation for Bids, Request for Quotations, etc.) to the NRCS for their approval and concurrence.
17. Prior to contract award, the Sponsor will submit the bid abstract and basis for award to the NRCS for approval.
18. If any modifications are made to the plans and specifications or the awarded contract, the Sponsor shall submit such request for change to the NRCS for their review and concurrence prior to implementation.
19. Provide inspection services in accordance with the QAP.
20. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State and local statutes and ordinances prior to solicitation for installation of the works of improvement.
21. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
22. Appoint the following individuals as the Technical/Administrative Liaison between the Sponsor and the NRCS:
  - i. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Cell No. \_\_\_\_\_  
Email Address: \_\_\_\_\_
  - ii. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Cell No. \_\_\_\_\_  
Email Address: \_\_\_\_\_
23. Ensure that acquisition for materials, supplies or services necessary to carry out the works described in Section A, will be in accordance with 7 CFR 2016.366, applicable state requirements, and the Sponsor's procurement regulations. Ensure that all contracts for design and works of improvement are procured in accordance with State and Federal regulations, including the provisions contained in Attachment B to this agreement.
24. Notify NRCS and arrange for and conduct final inspection of the works of improvement. Make acceptance of the work as appropriate.
25. For structural measures, prepare and submit for approval an Operation and Maintenance Plan prior to completion of work. Upon completion of the work, the Sponsor shall assume responsibility for operation and maintenance of the works of improvement installed.

26. Provide final as-built drawings and quantities to NRCS. As-built drawings and quantities shall be certified by the engineer furnished by the Sponsor.
27. Pay the contractor as provided in the contract(s). Submit billings for reimbursement to NRCS on Form SF-270, Request for Advance or Reimbursement.
28. Administer their action under this agreement in accordance with 7 CFR 3015.7, 7 CFR 016, OMB Circulars A-102, A-87, A-133 and other rules referenced in 7 CFR 3015.
29. Comply with non-discrimination provisions of the Equal Opportunity clause and the Notice to Contracting Local Organizations of the Requirement for Certifications of Non- segregated Facilities Clause, Form SCS-AS-83, attached hereto as Attachment B.
30. Hold and save NRCS free from any and all claims or action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided in this agreement.
31. Retain all records dealing with the award and administration of contract(s) for three years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representative of the U. S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
32. Provide 100 percent of the costs of works or improvement (betterment) not eligible for federal cost share.
33. Employ competent personnel to carry out the work.
34. Complete all required work under this agreement, including but not limited to the works of improvement, final inspection, payment of all contractors, submissions of as-built and final quantities, etc.

**C. NRCS WILL:**

1. Provide 90 percent (\$ \_\_\_\_\_) of the *actual* cost of the emergency watershed protection measures described in Section A and computed as described in B.2.
2. Provide the value of the Sponsor in-kind contribution not to exceed 7.5 percent of the cost of constructing the emergency watershed measures described in Section A and computed as described in B.2. Reimbursement will be based on actual in-kind technical service provided costs with supporting documentation.
3. Assist Sponsor and Sponsor's engineer to establish design parameters and approve same as set forth in B.13, B.14 and B.15.
4. Not be substantially involved in the technical or contractual administration of this agreement. However, NRCS will provide advice and counsel as needed.
5. Make payment to the Sponsor covering NRCS's share of the cost, upon receipt and approval of Form SF-270, Request for Advance or Reimbursement, with supporting documentation. Payment will be made under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208.
6. Upon notification of the completion of the works of improvement, NRCS shall promptly review the performance of Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.

7. Appoint the following individuals as the technical and administrative liaisons between the NRCS and Sponsor:

	<b>Government Representative</b>	<b>Administrative</b>
	<b>Technical</b>	
<i>Name:</i>	_____	_____
<i>Address:</i>	_____	_____
<i>City, State, Zip:</i>	_____	_____
<i>Phone No.</i>	_____	_____
<i>Cell No.</i>	_____	_____
<i>Email Address:</i>	_____	_____

8. The major duties, responsibilities and authorities of the liaison will be to review and concur with specifications and drawings for the work included in the DSR, assist in the final inspection of the works of improvement, certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings and review the SF-270 and supporting documents, approve, sign, and submit the SF-270 and supporting documents to NRCS for reimbursement to the Sponsor.
9. Review and comment on draft plans, specifications and QAP as described in B.14 and B.15.
- D. IT IS MUTUALLY AGREED THAT:**
1. This agreement shall become null and void 90 calendar days after the date NRCS has executed this agreement if a solicitation for bids has not been publicly advertised or a contract has not been awarded or the necessary permits have not been acquired. In any event, this agreement shall expire on \_\_\_\_\_.
  2. This agreement shall be effective upon signature by NRCS. All work required under this agreement shall be completed in accordance with B.1.
  3. That each party shall review, comment and concur with the plans, specifications, quality assurance plans and operation and maintenance plans as identified in Section B.14, B.15 and B.25 of this agreement.
  4. Upon notification from the sponsor of the completion of the works of improvement, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement have been met.
  5. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
  6. This agreement may be modified by amendment duly executed by authorized officials of the Sponsor and the NRCS.
  7. The NRCS State Conservationist or State Administrative Officer (SAO) may make adjustments in the estimated cost to NRCS set forth in C.1 for performing the works described in Section A. No adjustment shall change the cost sharing assistance to be provided by NRCS as set forth in C.1 nor reduce funds below the amount required to provide NRCS' share of the cost.
  8. In the event of default of any vendor, any excess costs collected from the defaulting vendor are to be prorated between the Sponsor and the NRCS in the same ratio as funds are contributed under the terms of this agreement.

9. No Member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
10. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. The NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payment made or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
11. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
12. Designated liaisons may make adjustments to and between individual projects cost without amendment so long as the total estimated amount described in A of this agreement is not exceeded.
13. This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Receipt of a facsimile signature (followed promptly by an original executed counterpart) shall be deemed receipt of an original.
14. By signing this agreement, the recipient assures the Department of Agriculture, Natural Resources Conservation Service that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations and policies.
15. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Sponsor or any member therein. They also shall not assist the Sponsor or any member with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the Sponsor or any member, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the agency.
16. Employees of the Sponsor shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

**E. APPROVAL:**

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TIN: \_\_\_\_\_

UNITED STATES DEPARTMENT OF AGRICULTURES  
NATURAL RESOURCES CONSERVATION SERVICE

By: \_\_\_\_\_

Title: State Conservationist (STC)

Date: \_\_\_\_\_

## ATTACHMENT A – SPECIAL PROVISIONS

The cooperator agrees to comply with the following special provisions.

### I. Drug-Free Workplace

By signing this agreement, the cooperator is providing the certification set out below. If it is later determined that the cooperator knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

CONTROLLED substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFS 1308.11 through 1308.15);

CONVICTION means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

CRIMINAL DRUG statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

EMPLOYEE means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of sub-recipients or subcontractors in covered workplaces).

#### Certification:

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b) Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The danger of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a);



- d) Notifying the employee in the statement required by paragraph A.a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
  - e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph A (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a), b), c), d), e), and f).
  - h) Agencies shall keep the original of all disclosure reports in the official files of the agency.
- B. The cooperator may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

**II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if agreement exceeds \$100,000)**

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the cooperator, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The cooperator shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**III. Certification Regarding Debarment, Suspension, and Other Responsibility matters – Primary Covered Transactions, (7 CFR 3017)**

- A. The cooperator certifies to the best of its knowledge and belief, that it and its principals:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the primary cooperator is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

**IV. Clean Air and Water Certification (Applicable if agreement exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)**

The cooperator signatory to this agreement certifies as follows:

- a) Any facility to be utilized in the performance of this proposed agreement is \_\_\_\_\_, is not X\_\_\_\_\_, listed on the Environmental Protection Agency List of Violating Facilities.
- b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- c) To include substantially this certification, including this subparagraph (c), in every nonexempt sub-agreement.

**Clean Air and Water Clause**

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

- A. The cooperator agrees as follows:
- a) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.
  - b) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
  - c) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
  - d) To insert the substance of the provisions of this clause in any nonexempt sub-agreement, including this subparagraph A. d).
- B. The terms used in this clause have the following meanings:
- a) The term “Air Act” means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).
  - b) The term “Water Act” means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).
  - c) The term “clean air standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
  - d) The term “clean water standards” means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).
  - e) The term “compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.
  - f) The term “facility” means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

**V. Assurances and Compliance**

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

**VI. Examination of Records**

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

## Exhibit 3 – In-Kind Calculation Worksheet

### IN-KIND CALCULATION WORKSHEET

Installation Costs – Federal share is 75 percent, local share is 25 percent of total cost.

	Quantity	Unit	Unit Price	Unit Cost	Total Cost
<b>Mobilization/Demobilization</b>					
<b>Total Cost</b>					
<b>Structural Material</b>					
Rock					
Gravel					
Earth Fill					
Root Wads					
Other					
<b>Total Cost</b>					
<b>Goods and Services</b>					
Rock Mining and Delivery					
Road Grader, Access Road					
Other					
<b>Total Cost</b>					
<b>Construction Activities</b>					
Cleaning/Snagging					
Earth Work					
Debris Removal					
Other					
<b>Total Cost</b>					
<b>Vegetation</b>					
Seed					
Grass Seeding					
Shrubs/Trees					
Planting					
Fabric					
Mulch					
Weed Control					
Other					
<b>Total Cost</b>					
<b>Installation Cost</b>					
Federal Share (75 Percent)					
Sponsor Share (25 Percent)					
<b>Total Cost</b>					
<b>Service Costs</b>					
Survey					
Project Design					
Inspection					
Contract Preparation					
Contract Administration					
<b>Total Cost</b>					
<b>Total Project Cost</b>					

## Exhibit 4 – Damage Survey Report